

This Instrument Prepared By  
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AMENDED AND RESTATED

Rec. 12/19/00  
FF 15.50  
136.50

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

FOR SOUTHERN TRACE

1. On the 26<sup>th</sup> day of January, 2000, The Villages of Lake-Sumter, Inc. (hereinafter "The Villages") recorded in Official Records Book 786, Page 595, Public Records of Sumter County, Florida, the Declaration of Covenant, Conditions and Restrictions for Southern Trace (hereinafter the "Restrictions") for the property designated as Southern Trace Subdivision according to the plat thereof recorded in Plat Book 5, Pages 33 through 33A, Public Records of Sumter County, Florida.

2. On September 27, 2002, The Villages imposed the Restrictions onto additional property and supplemented the Restrictions by recording in Official Records Book 1005, Page 554, Public Records of Sumter County, Florida, the Supplemental Restrictions for Southern Trace (hereinafter the "Supplemental Restrictions").

3. On February 28, 2003, Lake County Service Corporation recorded in Official Records Book 1048, Page 397, Public Records of Sumter County, Florida, the Joinder and Consent to the Declaration of Covenants, Conditions and Restrictions for Southern Trace and the Supplemental Restrictions for Southern Trace, which encumbered and restricted certain real property owned by Lake County Service Corporation with those covenants, conditions and restrictions detailed within the Restrictions and the Supplemental Restrictions.

4. On April 30, 2003, The Villages recorded in Official Records Book 1066, Page 481, Public Records of Sumter County, Florida, the Amendment to Supplemental Restrictions for Southern Trace which amended the Restrictions and the Supplemental Restrictions (hereinafter the "Amended Restrictions").

5. On May 8, 2003, Lake County Service Corporation recorded in Official Records Book 1069, Page 341, Public Records of Sumter County, Florida, the Second Amendment to Supplemental Restrictions for Southern Trace which amended the Restrictions and the Supplemental Restrictions encumbering and restricting certain real property owned by Lake County Service Corporation (hereinafter the "Lake County Service Corporation Amended Restrictions").

6. At this time, the undersigned, the fee simple owners of the property described in the attached *Exhibit "A"*, wish to amend and restate the Amended Restrictions and the Lake County Service Corporation Amended Restrictions as these restrictions pertain to and restrict the property described in the attached *Exhibit "A"*.

ARTICLE I.  
DEFINITIONS

Section 1. "Assessable Property" shall mean that portion of the Property described in the attached *Exhibit "B"*.

Section 2. "Annual Assessments" shall mean those assessments described herein which are applicable to the Assessable Property.

Section 3. "Association" shall mean SOUTHERN TRACE PROPERTY OWNERS ASSOCIATION, INC, or some other similarly named nonprofit corporation, its successors and assigns, formed to assume the rights and duties described herein.

Section 4. "Common Elements" shall include within its meaning the following: (a) such roads serving the Assessable Property, (b) the Surface Water and Stormwater Management Systems serving the Assessed Property, (c) traffic control devices serving the Assessable Property, (d) street lighting serving the Assessed Property (not including parking lot lighting

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upon a lot or a parcel), (e) all real property conveyed to the Association for the common use and enjoyment of the Owners of the Assessable Property, and (f) tangible personal property used in the enjoyment or maintenance of the Common Elements. Title to the Common Elements shall be conveyed to the Association free and clear of any liens or encumbrances.

“ Section 5. “Declarant” shall mean The Villages of Lake-Sumter, Inc., a Florida corporation, their successors and assigns.

Section 6. “Maintenance” shall mean the exercise of reasonable care and repair to keep roads, landscaping, lighting, water and sewer distribution systems, surface water or stormwater maintenance system, and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 7. “Member” shall mean every person or entity who owns a portion of the Assessable Property, and holds membership in the Association.

Section 8. “Mortgage” shall mean a conventional mortgage.

Section 9. “Mortgagee” shall mean a holder of a conventional mortgage.

Section 10. “Owner” shall mean the record owner, whether one or more persons or entities, of a fee simple title to any portion of the Property and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 11. “Property” shall mean the real property described in the attached *Exhibit “A”*.

Section 12. “Surface Water or Stormwater Management System” shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40D-4, 40D-40, or 40D-42, F.A.C.

Section 13. “Tract” shall mean each separately owned portion of the Property.

Section 14. “Supplemental Assessments” shall mean those assessments described herein which are applicable only to the Supplemental Assessment Property.

Section 15. “Supplemental Assessment Property” shall mean that property which is subject to the Supplemental Assessments and which is more particularly described in the attached *Exhibit “C”*.

## ARTICLE II. USE RESTRICTIONS

Section 1. Owner(s) shall use their property in such a manner consistent with the Memorandum of Agreement with Sumter County, recorded in Official Records Book 1077, Page 410, Public Records of Sumter County, Florida and in accordance with all applicable laws and regulations.

Section 2. No portion of that portion of the property described in the attached *Exhibit “D”* shall be used as a commercial bank or savings and loan association. No portion of the Property shall be used as an electronic or other game parlor; gas station; real estate office; so called “adult” or “X-rated” video store; automotive repair facility; or medical office without written authorization of the Declarant which Declarant may grant in its sole discretion.

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**ARTICLE III  
THE ASSOCIATION**

**Section 1. Authority.** The Association shall have the authority to hold title and manage Common Elements and adopt rules and regulations for their use, and such other authority as set forth herein.

**Section 2. Membership.** Every Owner of a Tract which is part of the Assessable Property shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Tract which is part of the Assessable Property. If title to a Tract which is part of the Assessable Property is held by more than one person, then such Owners shall designate one Owner (the "designee") to be a Member and act on behalf of all persons holding title to such Tract.

**Section 3. Voting.** Notice, quorum and voting level requirements shall be as set forth in the Articles of Incorporation and Bylaws of the Association.

**Section 4. Lien and Personal Obligation of Assessments.** The undersigned hereby covenants for each Tract which is part of the Assessable Property and each Owner of a Tract which is part of the Assessable Property is hereby deemed to covenant by acceptance of his deed, whether or not it shall be so expressed in his deed, to pay the Association (1) Annual Assessments and (2) special assessments for capital improvements and, where applicable, (3) Supplemental Assessments. Such assessments will be established and collected as hereinafter provided.

The Annual Assessments, special assessments, and Supplemental Assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Tract which is part of the Assessable Property against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Tract which is part of the Assessable Property at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**Section 5. Purposes of Annual Assessments and Supplemental Assessments.** The Annual Assessments and Supplemental Assessments levied by the Association shall be used exclusively for the maintenance of the Common Elements and easements within the Assessable Property including:

- A. All other expenses of operating the Association and operating and maintaining the Common Elements including material, supplies, labor, insurance, taxes or assessments,
- B. Maintenance of the easements within the Assessable Property benefitting all Owners of a Tract which is part of the Assessable Property,
- C. Such other expenses for the operation of the Common Elements, for the benefit of the Owners of a Tract which is part of the Assessable Property, or the enforcement of the provisions of these covenants and restrictions.
- D. As to the Supplemental Assessments, maintenance of driveways, roadways, and parking lots within the Supplemental Assessment Property.

In the event the need for maintenance or upkeep is attributable to the willful or negligent act of an Owner of a Tract which is part of the Assessable Property, his family, guests, or invitee, the cost of such maintenance or upkeep shall be added to and become part of the assessment to which such Tract which is part of the Assessable Property, or portion thereof, is subject.

**Section 6. Special Assessments for Capital Improvements.** In addition to the Annual Assessment and the Supplemental Assessment authorized above, the Association may levy and collect in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or

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replacement of a capital improvement on the Common Elements, including fixtures and personal property related thereto. All capital improvements to the Common Elements, except for replacement or repair or maintenance of those items installed by Declarant as part of the initial development plan, and except for any personal property acquired for maintenance of the Common Elements, exceeding \$100,000.00 shall require the approval of two-thirds of the votes of the Members.

**Section 7. Rate of Assessment.**

**A. Annual Assessments.**

(1) Annual Assessments for the services performed by the Association, as described herein, shall be prorated for all Tracts which are part of the Assessable Property according to the ratio of the square footage any one Tract represents to the total square footage of all of the Assessable Property excluding Common Elements.

**B. Special Assessments.**

(1) Special assessments for capital improvements shall be prorated for all Tracts which are part of the Assessable Property according to the ratio of the square footage of any one Tract represents to the total square footage of all of the Assessable Property excluding Common Elements.

**C. Supplemental Assessments.**

(1) Supplemental Assessments for the services performed by the Association, as described herein, shall be prorated for all Tracts which are part of the Supplemental Assessment Property according to the ratio of the square footage any one Tract represents to the total square footage of all of the Property within the Supplemental Assessment Property excluding Common Elements.

**Section 8. Commencement and Collection of Annual Assessments and Supplemental Assessments.** The Annual Assessments and Supplemental Assessments provided for herein shall commence as to a Tract on the first day of the month following the date upon which the Articles of Incorporation of the Association are filed with the Secretary of State of the State of Florida. The first Annual Assessment and Supplemental Assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors for the Association shall fix the amount of the Annual Assessment and Supplemental Assessment against each Tract at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the Annual Assessments and Supplemental Assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Tract have been paid, and shall, on or before February 1 of each year, cause to be recorded in the Public Records of Sumter County, a list of delinquent assessments as of December 31 of the prior year.

**Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may also bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property, or seek any other remedy allowed by law. The remedies available to the Association for a default in the payment of assessments shall be cumulative. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of a Tract.

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**Section 10. Subordination of Assessment Lien to Mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any first Mortgage as to liens which arise subsequent to the Mortgage. A sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract, pursuant to a mortgage foreclosure of a first Mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer and after the date of the Mortgage. No other sale or transfer shall relieve the liability for any assessments thereafter coming due or from the lien thereof.

#### ARTICLE IV CROSS ACCESS EASEMENT

A cross access easement over and upon all roadways, parking areas and driveways located within the property described in the attached *Exhibit "C"* is hereby granted to all Owners of Tracts within the property described in the attached *Exhibit "C"*. This cross access easement hereby grants unto the benefitted Owners a non-exclusive, reciprocal, appurtenant easement for ingress and egress over and upon the roadways, parking areas and driveways located within the property described in the attached *Exhibit "C"* and the benefit of this easement shall run with the ownership of the property described in the attached *Exhibit "C"*. This easement shall enure to the benefitted Owners' heirs, mortgagees, successors and assigns. This grant describes all rights conveyed herein and the easement is meant to be appurtenant to the benefitted properties and shall not terminate by merger.

#### ARTICLE V INITIAL CONSTRUCTION, ALTERATIONS, ADDITIONS AND SUBSEQUENT IMPROVEMENTS

**Section 1. Site Plan.** No construction or other improvements to the Property may be commenced until the Declarant has approved in writing, the Owner's site plan for the development of the Owner's property (the "Site Plan"). Any substantial changes in the Site Plan shall also be subject to the prior written approval of the Declarant. No Owner shall make any structural alteration, or shall undertake any exterior repair of, or addition to the improvements upon the Owner's Tract or portion of such Tract, which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications by the Declarant, or its designee.

**Section 2. Signage.** Declarant shall have the right to approve all signs on the Property as to size, content, location, type and all other features. Any change in the location of signs and any deviation from approved signage plans must be approved by Declarant.

**Section 3. Consents and Approvals.** Whenever any action by Owner requires the consent or approval of the Declarant, Owner shall submit to the Declarant a written notice delivered in accordance with this Declaration, describing the action for which Owner seeks consent or approval, together with such documents or instruments as may be reasonably necessary for the Declarant to review in connection therewith. The Declarant shall then have ten (10) business days from the effective date of such notice in which to respond to the request for consent or approval. If the Declarant does not respond to such request within said ten (10) day period, the Declarant shall be deemed to have consented to and approved the action for which consent or approval was requested.

#### ARTICLE VI LANDSCAPE DESIGN CRITERIA AND STANDARDS

**Section 1. Referenced Parties.** The parties referenced in these "Landscape Design Criteria and Standards" are the individual(s) or entity(ies) responsible for design and development of any site or land parcel within The Villages (hereinafter, the "Parcel Developer") and the Design Review Committee (hereinafter, the "DRC") of the Declarant.

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**Section 2. Submittal Requirements.** The Parcel Developer shall submit for review by the DRC complete plans and specifications for all proposed landscaping and irrigation. The submittals shall include all information necessary to determine the installed character of the landscaping and irrigation, as well as any associated improvements, such as grading and landscape lighting. All materials shall be submitted a minimum of thirty (30) working days prior to the intended date for commencing construction. Submitted materials will be reviewed by the DRC for general compliance with this document, as well as for specific technical and aesthetic character deemed, within the subjective authority of the DRC, to meet acceptable and precedented standards for the community of The Villages. Approval, or qualified approval or denial, specifying deficiencies will be submitted to the Parcel Developer in writing within ten (10) working days after submittal.

All landscaping and related work, as approved by the DRC, shall be installed and complete at the time the building is ready for occupancy, unless other arrangements are agreed upon in advance by the DRC.

Upon completion of landscape installation, the DRC reserves the absolute right to review the finished planting and to make specific recommendations regarding the need for supplemental plantings as may be required to successfully execute the standards established in this document.

**Section 3. Landscape Development Objectives.** The overall intention of the landscape scheme at The Villages is to create a simple, strongly landscaped setting with an appropriate sense of scale for the various settings, facilities, and uses. The consistency of the landscaping is intended to add an image of quality to the community, and to unite the various parcels through consistency of materials and continuity of frontage design. The expected effect is best demonstrated by existing landscaping in the developed commercial and public areas of The Villages, and the Parcel Developer shall be expected to follow these precedents.

The desired results can be achieved through the use of a limited plant palette with skillfully arranged massing of similar plant materials especially along street frontages, at vehicular entries, and around buildings. Except within internal courtyards, fussy small-scale residential garden-type landscaping will not be acceptable. Low maintenance and native species are encouraged to reinforce the architectural elements through clean and simple plant massings.

Any plant material which presently exists on the site should be respected during all phases of site design and development. The initial site planning effort should seek to preserve as much existing vegetation as possible through the use of controlled clearing and grading operations, planting space within parking areas, and innovative architectural modification to accommodate specific tree locations. All landscape designs shall be prepared and administrated under the direction of a certified landscape architect familiar with regional plant material and installation.

An Approved Plant Material List has been provided within this document and should be strictly adhered to. It is intended that through the consistent repeated use of these species, the overall development will be unified.

**Section 4. Landscape Design Criteria.** Any areas not covered with impervious surfaces shall be fully landscaped with an appropriate combination of mulch, sod, groundcover, shrubs, and trees.

Every building shall be appropriately and thoroughly landscaped in accordance with these standards and criteria, and in accordance with the plans and specifications submitted to and approved by the DRC. Unimproved property shall be seeded, if necessary, with grass or wildflowers and properly maintained until the start of construction.

Site landscape plans shall be designed considering the overall objectives of this section, with specific consideration given to the design elements outlined below. See the Approved Plant Material List for particular plant species.

a. Large shade trees shall be full-headed specimens, four inches in caliper or larger (at a point 6" above the ground). They shall be used for shade or features, either singly or in clusters. See Sect. 1.5 for the required numbers of Approved Shade Trees for any site.

b. Evergreen or deciduous trees shall be used as specimens or in masses for general background planting, screening, and framing of buildings or views. They may also be used as massed, free-standing elements for spatial effects.

c. The use of palm trees as specimens or in groupings of staggered heights is encouraged as a unifying treatment in character with the architectural theme of The Villages. However, palms may not be counted towards the required number of Approved Shade Trees as prescribed in Section 1.5.

d. Small shade and accent trees shall be grouped formally or in randomly arranged clusters as foreground plantings. They may also be grouped for accents or other effects requiring seasonal color.

e. Shrubs shall be massed for screening, background, planters, or foundation planting. They may also be used as free-standing elements as low landscape features, but should always be used in significant masses.

f. Groundcovers should be used on all slopes steeper than 1 to 3 to aid in erosion control as well as visual appearance. They may also be used in flat areas either alone or in combination with other plant material for a massed effect. Annuals may be used in appropriate areas for seasonal color.

g. Lawns shall be planted with solid sod, interrupted only by paving, trees, or the mulched beds of other plant material. All lawns shall be composed of clean, weed-free St. Augustine 'Floratum' sod. Annual ryegrass shall be sown in the fall to provide temporary erosion control where necessary, e.g., areas under construction. Certain areas may be deemed approvable by the DRC for seeding or sodding with Argentine Bahia in areas exempt from required irrigation.

h. Earth mounds are intended to create a soft, gently rolling effect on otherwise flat terrain. They must gradually taper into the surrounding area from a maximum slope of 1 to 3 and should have softly rounded tops for ease in mowing. When used repeatedly, mounds should create an irregular natural appearance with variations in both height and width. They are recommended as screening devices, with or without plant material, to lessen the visual impact of service and parking areas. They may also be used where practical in front of setback areas for a soft visual effect. Although they may be used in combination with plant groupings, mounds are to be covered mainly in grass, with only clustered plant or tree groupings emerging. Trees shall not be planted directly on top of mounds.

**Section 5. Tree Preservation.** The Villages encourages the preservation of existing trees, particularly those of significant size, character, and quality, such as mature Live Oaks. The Parcel Developer shall demonstrate reasonable efforts to preserve trees during site planning, and shall indicate existing trees and those proposed to be preserved or removed in all plan submittals.

No trees shall be removed or damaged on any parcel of property prior to the approval of final plans and specifications, unless written permission has been obtained from the DRC.

Preservation methods shall include the provision of barricades prior to construction; the use of retaining walls and tree wells; avoidance of cutting or filling in the root zone; the provision of root aeration systems; and other measures, as may be prescribed by a landscape architect or arborist.

Trees which are not to be preserved shall be removed in a manner that will not damage those trees which are to remain. Trees which are to remain and which have become damaged during the clearing operations must be treated in an appropriate manner upon completion of clearing.

**Section 6. Tree Provision Standards.** The number of Approved Shade Trees, as defined in Sect. 1.3, to be planted on each site shall bear the following relationship to the overall parking area:

<u>Parking Spaces Provided</u>	<u>Minimum Required</u>
50 spaces or less	1 tree per 5 spaces
From next 50 spaces and higher	1 tree per 10 spaces

At least 50% of the required trees shall be located in sufficiently sized and designed landscape areas within the parking areas to provide shade and mitigate the appearance of expansive paved areas. The balance of trees shall be appropriately located within the other landscaped areas of the site.

**Section 7. Landscape Installation Standards.** To ensure vigorous growth, and a minimum of maintenance problems, the following minimum standards are to be observed:

a. Selected plant material shall have a habit of growth that is normal for the species and shall be healthy, vigorous, and meet or exceed the measurements specified as the minimum acceptable sizes. All plants shall be Florida No. 1 or better as outlined under Grades & Standards for Nursery Plants, State Plant Board of Florida.

b. The handling and planting of all landscaping shall conform to standard and accepted nursery practices, with regard to bed preparation, the addition of soil amendments, fertilizer requirements, proper planting techniques, watering in, mulching, and staking, which shall be outlined in detail in the specifications to be submitted for review by the DRC. See attached Plant Installation details.

c. Maintenance of the newly installed plant material shall begin immediately and shall continue until all planting has passed final inspection and acceptance in writing by the DRC. Maintenance shall include watering, weeding, mowing, resetting plant material to proper grades or upright positions, restoring watering rings, and any additional operations which may be necessary. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly. In the event of the threat of damage resulting from insects or disease, the plants shall be treated by preventative or remedial measures following sound horticultural practices.

**Section 8. Irrigation Standards.** All landscaped areas are to be fully irrigated with an automatic irrigation system, excluding those areas deemed natural or low-intensity landscapes by the DRC. To ensure minimum installation standards, the following criteria are to be observed:

a. The Parcel Developer shall submit plans for review by the DRC showing head locations and types, main lines and lateral line routing, valves, controller(s), water source and/or point of connection to any existing water lines. It shall be the responsibility of the irrigation contractor to adjust the system on the site, and to provide 100% coverage under normal wind conditions.

b. Piping shall be installed in trenches with a minimum of 12" of cover, except where specific permission is obtained in writing from the DRC for less cover due to existing conditions. The irrigation contractor shall exercise care in digging and work so as not to damage existing facilities; the irrigation contractor shall be responsible for any damage caused by his representatives or his work. Where trenching is required within the dripline of trees to be preserved, this work shall be routed under or around major roots by hand digging.

c. Irrigation heads shall be set so that the final level of ground around the heads conforms to the surrounding grades, or as otherwise specified. Heads in shrub areas may be on risers, the height of which shall be finally set after the plant material is installed. Risers over 24" in height shall be rigidly secured in a plumb position by using iron stakes and stainless steel clamps.

d. The system shall be fully automatic. All circuit pipe shall be Class 160 PVC or better. PVC mains shall be Schedule 40 PVC. Risers in shrub and ground cover areas shall be Schedule 40 PVC and all visible equipment shall be painted with flat brown



or black enamel paint so as to blend with the surrounding material. Spray and rotor heads shall not be combined on the same zones. All pop-up rotors shall be connected to the supply lines with swing joints or flex hose, as shall all spray heads located next to drives or roads.

e. All pipe and control tubing routed under roads and paved areas shall be sleeved and placed in a minimum of 24 inches below grade and backfilled with clean sand. No rock shall come in contact with the PVC pipe.

f. The system should be timed to operate during non-business hours, and in accordance with any applicable Water Management District restrictions.

g. The irrigation contractor shall adjust all heads and automatic equipment upon completion of installation to provide optimum performance. After completion, testing, and adjustment of the system, the irrigation contractor shall instruct the Parcel Developer's maintenance personnel in the operation and maintenance of the system.

h. Upon completion of installation, the Parcel Developer shall furnish the DRC with complete, reproducible As-Built drawings, illustrating dimensioned locations of the main line(s), valves, controller(s), water source and/or point of connection, and of any system components which may have changed during installation from the original submitted layout.

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**LIMITED APPROVED PLANT MATERIAL LIST APPROVED PLANT MATERIAL**  
**LIST APPROVED PLANT MATERIAL LIST**

**LARGE SHADE TREES**

Quercus hemisphaerica  
 Quercus laurifolia  
 Quercus virginiana

Darlington Oak  
 Laurel Oak  
 Live Oak

**LARGE TREES/PALMS (GENERAL USE)**

Acer rubrum  
 Butia capitata  
 Magnolia grandiflora  
 Pinus elliotii  
 Platanus occidentalis  
 Quercus hemisphaerica  
 Quercus laurifolia  
 Quercus virginiana  
 Sabal palmetto  
 Ulmus parvifolia 'Drake'  
 Washingtonia robusta

Red Maple  
 Pindo Palm  
 Southern Magnolia  
 Slash Pine  
 Sycamore  
 Darlington Oak  
 Laurel Oak  
 Live Oak  
 Sabal Palm  
 Drake Elm  
 Washington Palm

**SMALL SHADE/ACCENT TREES**

Betula nigra  
 Cornus florida  
 Ilex opaca var. 'East Palatka'  
 Lagerstroemia indica  
 Ligustrum japonicum  
 Magnolia soulangeana  
 Myrica cerifera  
 Pyrus calleryana 'Bradford'

River Birch  
 Dogwood  
 East Palatka Holly  
 Crape Myrtle  
 Ligustrum Tree  
 Saucer Magnolia  
 Wax Myrtle  
 Bradford Pear

**SHRUBS/ACCENT PLANTS**

Chamaecyparis humilis  
 Cortaderia selloana  
 Cycas revoluta  
 Elaeagnus pungens  
 Ilex spp.  
 Illicium floridanum  
 Juniper spp.  
 Ligustrum spp.  
 Myrica cerifera  
 Nandina domestica  
 Photinia fraseri  
 Raphiolepis indica  
 Rhipidophyllum hystrix  
 Rhododendron spp.  
 Pittosporum spp.  
 Zamia floridana

European Fan Palm  
 Pampas Grass  
 King Sago  
 Silverthorn  
 Holly  
 Anise  
 Juniper  
 Ligustrum  
 Wax Myrtle  
 Heavenly Bamboo  
 Red Tip Photinia  
 Indian Hawthorn  
 Needle Palm  
 Azalea (Southern cultivars)  
 Pittosporum  
 Coontie

**GROUND COVER**

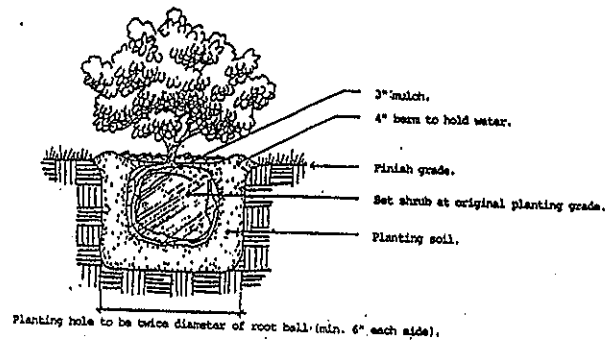
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 Hemerocallis spp.  
 Juniperus chinensis 'Parsonii'  
 Juniperus conferta 'Blue Pacific'  
 Juniperus horizontalis 'Wiltonii'  
 Liriope muscari  
 Nandina domestica 'Harbor Dwarf'  
 Ophiopogon japonicus  
 Trachelospermum asiaticum

Cast Iron Plant  
 Ivy  
 Daylily  
 Parson's Juniper  
 Blue Pacific Shore Juniper  
 Blue Rug Juniper  
 Liriope (and cultivars)  
 Harbor Dwarf Nandina  
 Mondo Grass  
 Dwarf Confederate Jasmine

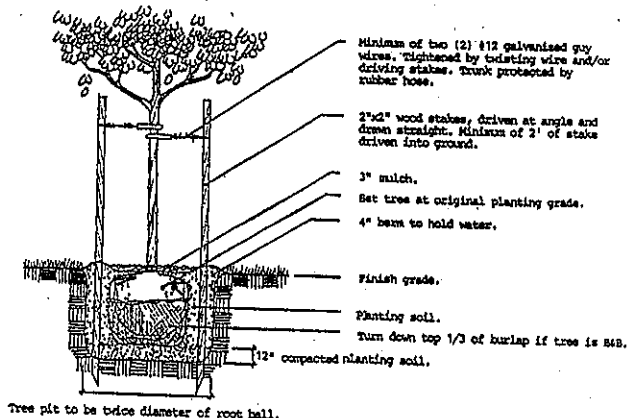
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SHRUB INSTALLATION DETAILS

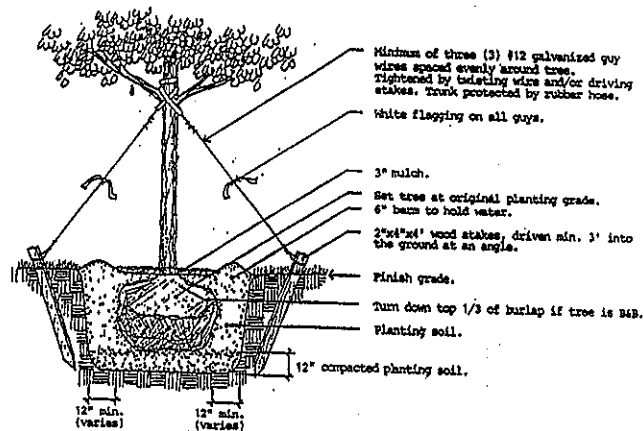


TREE INSTALLATION DETAILS  
TREES 10' AND UNDER



All wood should be pressure-treated pine, or better.

TREE INSTALLATION DETAILS  
TREES OVER 10'



All wood should be pressure-treated pine, or better.

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**ARTICLE VII  
SITE LIGHTING CRITERIA AND STANDARDS**

**Section 1. Referenced Parties.** The parties referenced in these "Site Lighting Criteria and Standards" are the individual(s) or entity(ies) responsible for design and development of any site or land parcel within The Villages (hereinafter, the "Parcel Developer") and the Design Review Committee (hereinafter, the "DRC") of The Villages of Lake-Sumter, Inc.

**Section 2. Submittal Requirements.** The Parcel Developer shall submit for review by the DRC complete plans and specifications for all proposed site lighting, including but not limited to parking and area lighting, landscape lighting, sign lighting, architectural flood lighting, and all other illumination not attached to or otherwise part of a building (these exclusions are reviewed as part of the architectural plan submittal). All materials shall be submitted for approval at least 30 days prior to submittal to any reviewing local government. Submitted materials will be reviewed by the DRC for general compliance with this document, as well as for specific technical and aesthetic character deemed, within the subjective authority of the DRC, to meet acceptable and precedented standards for the community of The Villages. Approval, qualified approval, or denial specifying deficiencies will be submitted to the Parcel Developer in writing within ten (10) working days after submittal.

All lighting, as approved by the DRC, shall be installed and complete at the time the building is ready for occupancy, unless other arrangements are agreed to in advance by the DRC.

Upon completion of lighting installation, the DRC reserves the absolute right to review its operation to ascertain that the lighting was installed as approved, and to direct any corrections on that basis.

**Section 3. Site Lighting Objectives.** The overall intention of site lighting on individual development parcels at The Villages is to provide a safe level of nighttime illumination for parking and pedestrian areas, while maintaining a generally consistent level and character of lighting throughout the development. The emphasis on lighting of buildings and other architectural features and landscaping can be described as a "soft glow," as opposed to brilliant or strong effects.

The allowed and expected effect is best demonstrated by existing developed site which have been approved under these standards; contact The Villages DRC representative for specific examples. The Parcel Developer shall follow these precedents.

**Section 4. Type of Light.** All exterior architectural lighting and site lighting of any type shall be incandescent or high-pressure sodium.

The following types of lighting are strictly prohibited:

- Metal Halide
- Low Pressure Sodium
- Mercury Vapor (except for landscape "moonlighting" applications)
- Fluorescent (except that warm white fluorescent may be used for sign lighting, wall-washing, and similar landscape effects)

Other types of lighting or special effects (e.g., neon) may be approved subject to review by the DRC, and shall be presented in concept prior to the preparation of architectural or engineering plans.

**Section 5. Parking Lot/Area Lighting Standards.** The standard light fixture/pole combination for parking lot and general site lighting shall be a bronze-anodized or bronze finish rectangular shoebox, with high-pressure sodium vapor lamping (400 w. to 1000 w.), mounted on a matching square or round bronze-anodized or bronze-finished metal or fiberglass pole, at a 30' mounting height. Poles should be situated in landscape islands or bed areas wherever possible; concrete pylon bases in paved area are typically unacceptable.

Decorative or themed posts and luminaries, or other alternatives to the specified standards may be allowed, subject to design approval by the DRC, based on detailed submittals.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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Light levels shall be sufficient to provide safety and visibility for users, with the standard target being three footcandles, average. While minimum-to-maximum variations and concentrated "hot spots" under the fixtures are unavoidable, excessive overall light levels are prohibited.

**Section 6. Sign Lighting.** Sign lighting via internal illumination is encouraged; ground illumination of signs is acceptable, if compliant with these standards. All sign illumination shall be static (non-flashing and non-animated).

**Section 7. Landscape Lighting.** Landscape lighting is encouraged, although the DRC reserves the right to approve such lighting, based on its level, character, and overall effect being consistent with the general appearance required at The Villages, characterized by subtle illumination rather than harshness or brilliance. Effects may include up- or downlighting for accent, wall-washing, silhouetting, and moonlighting.

Landscape lighting shall utilize fixtures appropriately selected for the setting and effect, and placed unobtrusively in planting areas so as to hide or disguise the light source, and minimize glare or "stray" light. Only commercial quality fixtures manufactured for long-term durability in the harsh exterior environment will be acceptable.

**Section 8. Exterior Building/Architectural Lighting.** Exterior building lighting is allowable if the effect is compliant with the objective of achieving a soft glow as described in Section 1.2, and all other standards are met.

Architectural lighting (fixtures attached to or integral with a building or structure) shall be reviewed by the DRC via architectural plan submittal, however any such light shall comply with Section 1.3, above.

**Section 9. Maintenance of Lighting.** All lighting shall be maintained in a safe and effective operating condition by the Parcel Developer, his assigns, and/or successors.

#### **ARTICLE VIII. OWNER'S OBLIGATIONS OF MAINTENANCE AND REPAIR**

**Section 1.** Except as provided for herein otherwise, each Owner shall, at his sole cost and expense, maintain and repair his property and improvements including, sidewalks and driveways, keeping the same in a condition comparable to the condition at the time of its initial construction, excepting only normal wear and tear.

**Section 2.** All improvements must be painted according to a uniform color scheme. The Owner must contact the Declarant or its designee for paint specifications prior to any painting.

#### **ARTICLE IX. OWNER'S OBLIGATION TO REBUILD**

If all or any portion of the improvements upon a Tract or portion of such Tract are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of this Declaration.

#### **ARTICLE X. GENERAL PROVISIONS**

**Section 1. Enforcement.** Declarant, the Association, or any Owner shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by the Owners of the Tracts effected thereby. Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the Southwest Water Management District.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Property or any Tract or portion of such Tract therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Owner for a period or ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then Owners of at least three-quarters (3/4) of the Subdivision Tract or portion of such Tracts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first set forth above.

Signed Sealed and Delivered  
in the presence of:

Craig W. Little  
(Printed Name)

Julie A. Chavis  
Julie A. Chavis

THE VILLAGES OF LAKE SUMTER, INC., a  
Florida corporation

By: Martin L. Devero  
Print Name: MARTIN L. DEVERO  
Title: Vice President

Date: December 2, 2003

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2 day of December, 2003, by MARTIN L. DEVERO as the Vice President of The Villages of Lake-Sumter, Inc., on behalf of the corporation, who did not take an oath.

Meg Yawn  
NOTARY PUBLIC  
**Meg Yawn**

(Printed Name of Notary Public)  
My Commission Expires: \_\_\_\_\_



Serial/Commission Number \_\_\_\_\_  
Personally Known ☒ or Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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Tim McLaughlin  
Tim McLaughlin  
(Printed Name)

Scott R Siewert  
SCOTT R SIEWERT  
(Printed Name)

Tim McLaughlin  
Tim McLaughlin  
(Printed Name)

Scott R Siewert  
SCOTT R SIEWERT  
(Printed Name)

STRUBE PROPERTIES, LTD., a Florida limited partnership

By: Charles W. Strube  
Charles W. Strube  
Trustee of the  
Charles W. Strube Trust, its general partner

Date: 10/31/03

By: Donald K. Strube  
Donald K. Strube  
Trustee of the  
Donald K. Strube Trust, its general partner

Date: 10/31/03

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 31 day of October, 2003, by Charles W. Strube as Trustee of the Charles W. Strube Trust, the General Partner of Strube Properties, Ltd., a Florida limited partnership, who did not take an oath.

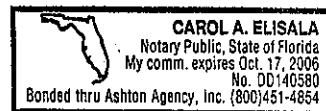
Carol A. Elisala  
NOTARY PUBLIC  
Carol A Elisala  
(Printed Name of Notary Public)  
My Commission Expires: 10/17/06  
DD140580  
Serial/Commission Number  
Personally Known ☒ or Produced Identification \_\_\_\_\_  
Type of Identification Produced: NA



STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 31 day of October, 2003, by Donald K. Strube as Trustee of the Donald K. Trube Trust, the General Partner of Strube Properties, Ltd., a Florida limited partnership, who did not take an oath.

Carol A. Elisala  
NOTARY PUBLIC  
Carol A Elisala  
(Printed Name of Notary Public)  
My Commission Expires: 10/17/06  
DD140580  
Serial/Commission Number  
Personally Known ☒ or Produced Identification \_\_\_\_\_  
Type of Identification Produced: NA



SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/09/2004 #2004-3443  
03:06:52PM B-1169 P-190

DUBLIN INVESTMENTS, LLC, a limited liability company

By: Claude Graham  
Claude Graham, Manager

Renee Elder  
Renee Elder  
(Printed Name)

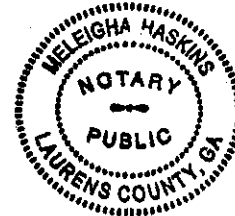
Dawn McDonald  
Dawn McDonald  
(Printed Name)

Date: 11/5/03

STATE OF ~~FLORIDA~~ Georgia  
COUNTY OF Laurens

The foregoing instrument was acknowledged before me this 5 day of Nov, 2003, by **Claude Graham**, Manager of **Dublin Investments, LLC**, a limited liability company, who did not take an oath.

Melegha Haskins  
NOTARY PUBLIC  
Melegha Haskins  
(Printed Name of Notary Public)  
My Commission Expires: My Commission Expires April 1, 2006



Serial/Commission Number \_\_\_\_\_  
Personally Known X or Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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CITIZENS FIRST WHOLESALE  
MORTGAGE COMPANY, a Florida corporation

Mary C. McCauley  
Mary C. McCauley  
(Printed Name)

By: Jon Williams  
Name: Jon Williams  
Title: Vice President

Date: 10-28-03

Carla Nails  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2003,  
by Jon Williams, \_\_\_\_\_ of Citizens First  
Wholesale Mortgage Company, a Florida corporation, who did not take an oath.

Carla Nails  
NOTARY PUBLIC

(Printed Name of Notary Public)

My Commission Expires: August 17, 2007



Serial/Commission Number \_\_\_\_\_

Personally Known ☒ or Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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Keslie Williams  
Keslie Williams  
(Printed Name)

Dean Carter  
Dean Carter  
(Printed Name)

Michael E. West  
Michael E. West

Date: 10-30-03

Keslie Williams  
Keslie Williams  
(Printed Name)

Dean Carter  
Dean Carter  
(Printed Name)

Janet P. West  
Janet P. West

Date: 10-30-03

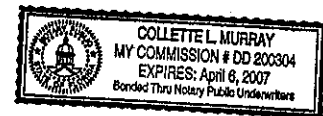
STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30 day of Oct., 2003,  
by Michael E. West, who did not take an oath.

Collette L. Murray  
NOTARY PUBLIC

Collette L. Murray  
(Printed Name of Notary Public)  
My Commission Expires: April 6, 2007  
DD200304

Serial/Commission Number  
Personally Known X or Produced Identification  
Type of Identification Produced:



STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30 day of Oct., 2003,  
by Janet P. West, who did not take an oath.

Collette L. Murray  
NOTARY PUBLIC

Collette L. Murray  
(Printed Name of Notary Public)  
My Commission Expires: April 6, 2007  
DD200304

Serial/Commission Number  
Personally Known X or Produced Identification  
Type of Identification Produced:



SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/09/2004 #2004-3443  
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CITIZENS FIRST BANK

Linda S. Soeliman

By: Danny A. Schmid

Danny A. Schmid, Executive Vice President

Linda G. Goodman  
(Printed Name)

Brenda K. Marden

Date: October 30, 2003

Rhonda K. Marden  
(Printed Name)



STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30 day of October, 2003, by **Danny A. Schmid**, as Executive Vice President of and on behalf of **Citizens First Bank**, who did not take an oath.

Loretta J. Cummings

NOTARY PUBLIC

Loretta J. Cummings

(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_



Serial/Commission Number \_\_\_\_\_

Personally Known ☒ or Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/09/2004 #2004-3443  
03:06:52PM B-1169 P-194

[Signature]

Scott E. Barfield  
(Printed Name)

Kathleen R. Williams

KATHLEEN R. Williams  
(Printed Name)

[Signature]

Nicolas E. Andreyev

Date: 10/4/03

STATE OF FLORIDA  
COUNTY OF Suwannee

The foregoing instrument was acknowledged before me this 4 day of November, 2003,  
by Nicolas E. Andreyev, who did not take an oath.

Kathleen R. Williams  
NOTARY PUBLIC

KATHLEEN R. Williams  
(Printed Name of Notary Public)

My Commission Expires: 11-5-04



Serial/Commission Number \_\_\_\_\_

Personally Known ☒ or Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

SUWANNEE COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/09/2004 #2004-3443  
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Scott E. Barfield  
(Printed Name)

David J. Rathbun  
David J. Rathbun

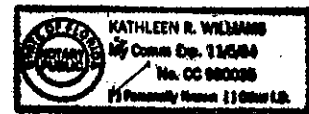
Kathleen B. Williams  
(Printed Name)

Date: 10-28-03

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 28 day of October, 2003,  
by David J. Rathbun, who did not take an oath.

Kathleen B. Williams  
NOTARY PUBLIC  
Kathleen B. Williams  
(Printed Name of Notary Public)  
My Commission Expires: 11/5/04



Serial/Commission Number \_\_\_\_\_  
Personally Known ☒ or Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/09/2004 #2004-3443  
03:06:52PM B-1169 P-196

FIRST FEDERAL SAVINGS BANK OF LAKE  
COUNTY

By:

Stephen T. Kurtz, President

Date:

11/14/03

Elena R Webb

Elena R Webb

(Printed Name)

Emily F Godwin

Emily Godwin

(Printed Name)

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 14 day of November, 2003,  
by **Stephen T. Kurtz**, as President of and on behalf of **First Federal Savings Bank of Lake County**,  
who did not take an oath.

Elena R Webb

NOTARY PUBLIC

Elena R Webb

(Printed Name of Notary Public)

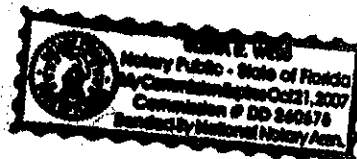
My Commission Expires: Oct 21, 2007

DD 260675

Serial/Commission Number

Personally Known ✓ or Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

**EXHIBIT "A"**

ALL OF SOUTHERN TRACE ADDITION, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 6, PAGES 5, 5A, AND 5B, PUBLIC RECORDS OF SUMTER  
COUNTY, FLORIDA,

ALSO,

TRACT 1, TRACTS A, B, AND C, AND THE ROADWAY (SOUTHERN TRACE), ACCORDING  
TO THE PLAT OF SOUTHERN TRACE SUBDIVISION, RECORDED IN PLAT BOOK 5, PAGES  
33 AND 33A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

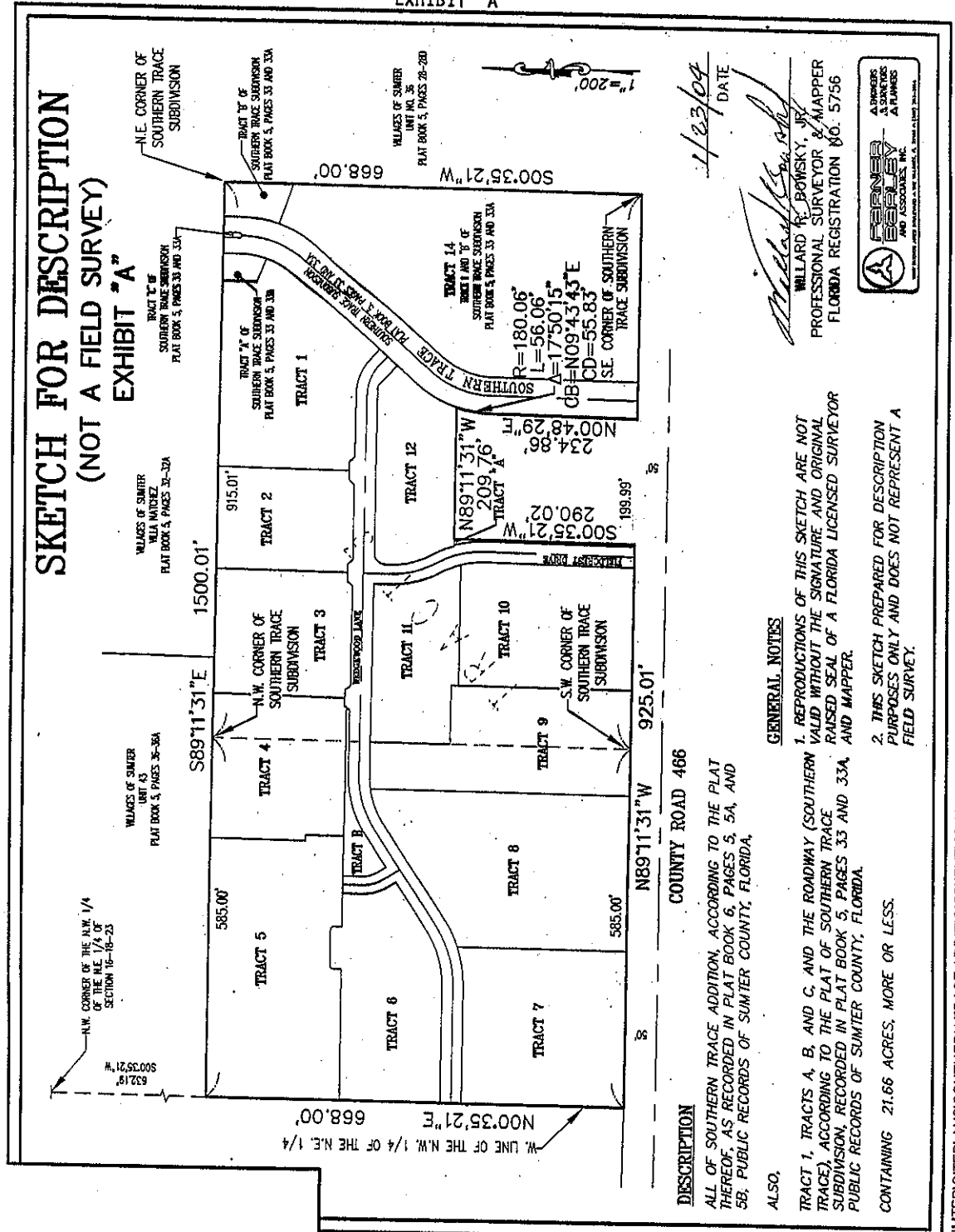
CONTAINING 21.66 ACRES, MORE OR LESS.

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03:06:52PM B-1169 P-198

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/09/2004 #2004-3443  
03:06:52PM B-1169 P-199

EXHIBIT "A"





**EXHIBIT "B"**

ALL OF SOUTHERN TRACE ADDITION, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 6, PAGES 5, 5A, AND 5B, PUBLIC RECORDS OF SUMTER  
COUNTY, FLORIDA.

CONTAINING 17.17 ACRES, MORE OR LESS.

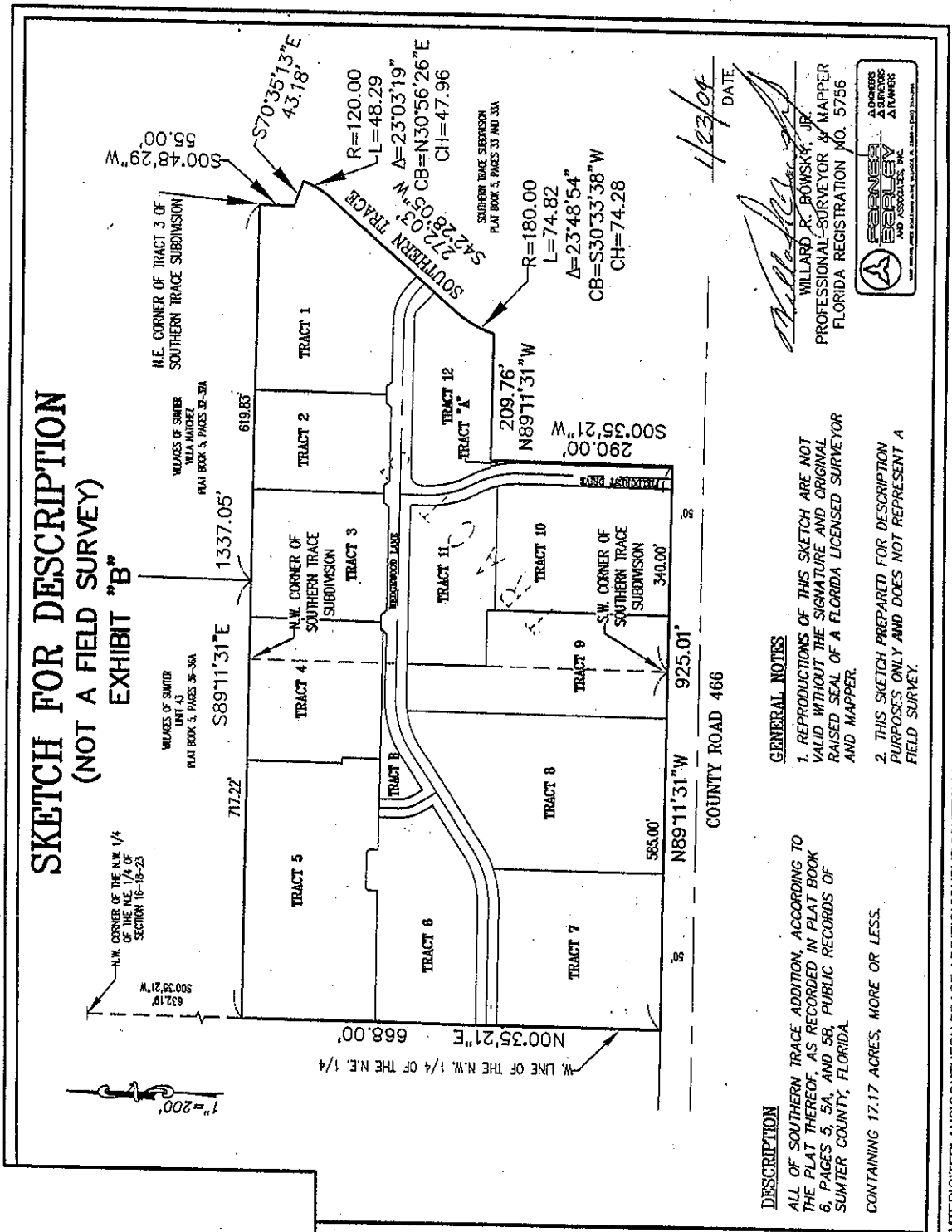
SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/09/2004 #2004-3443  
03:06:52PM B-1169 P-201

EXHIBIT "B"



SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT


**EXHIBIT "C"**

TRACTS 1 THROUGH 6, INCLUSIVE, SOUTHERN TRACE ADDITION, ACCORDING TO THE  
PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 5, 5A AND 5B, PUBLIC  
RECORDS OF SUMTER COUNTY, FLORIDA.

CONTAINING 7.72 ACRES, MORE OR LESS.

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02/09/2004 #2004-3443  
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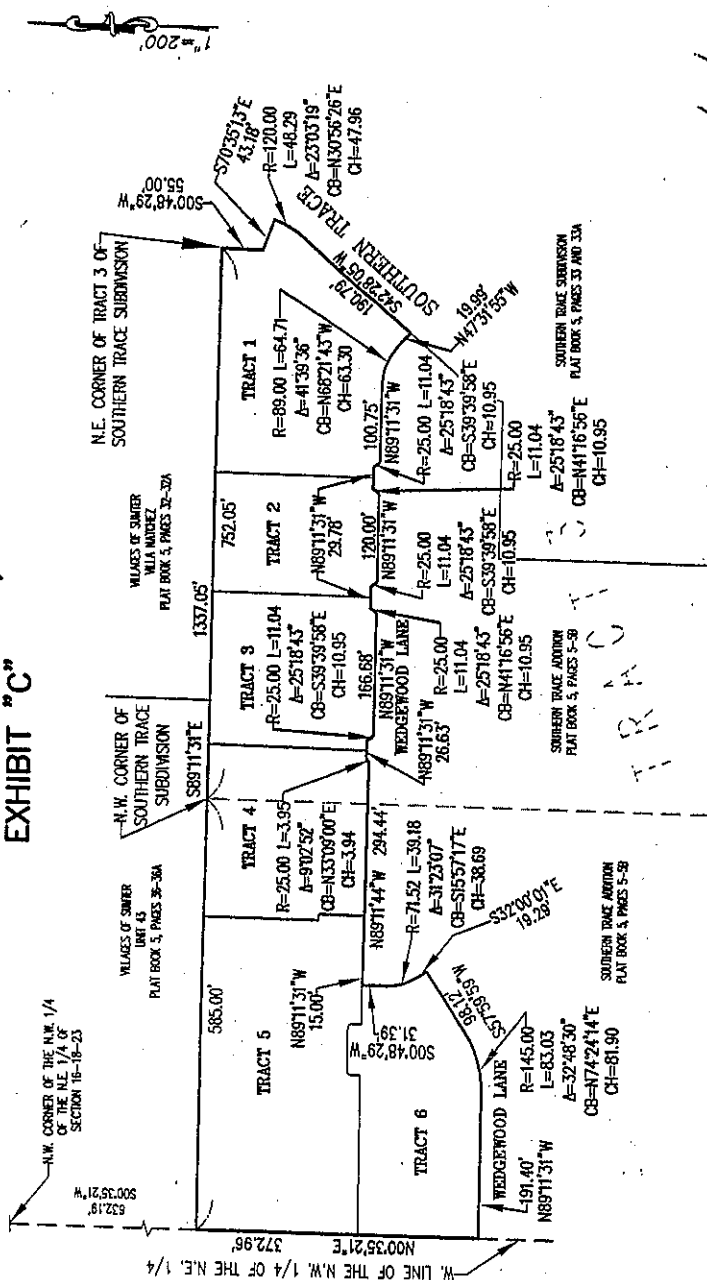
DATE 1/23/12  
  
 WILLARD R. BOWSKY, JR.  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA REGISTRATION NO. 5756

**PERNER  
REPLY**  
AND ASSOCIATES, INC.

ENGINEERS  
SURVEYORS  
PLANNERS

1000 WILSON AVENUE, SUITE 100, WILSON, N. CAROLINA 28693

**SKETCH FOR DESCRIPTION**  
**(NOT A FIELD SURVEY)**  
**EXHIBIT "C"**



COUNTY ROAD 466

**DESCRIPTION**

TRACTS 1 THROUGH 6, INCLUSIVE, SOUTHERN  
TRACE ADDITION, ACCORDING TO THE PLAT  
THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES  
5, 5A AND 5B, PUBLIC RECORDS OF SUMTER  
COUNTY, FLORIDA.

## GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

**EXHIBIT "D"**

ALL OF SOUTHERN TRACE ADDITION, EXCEPT TRACT 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGES 5, 5A AND 5B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA,

ALSO,

TRACTS "A" AND "C", AND THE ROADWAY (SOUTHERN TRACE), ACCORDING TO THE PLAT OF SOUTHERN TRACE SUBDIVISION, RECORDED IN PLAT BOOK 5, PAGES 33 AND 33A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

CONTAINING 16.24 ACRES, MORE OR LESS.

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SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/09/2004 #2004-3443  
03:06:52PM B-1169 P-205

EXHIBIT "D"

# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY) EXHIBIT "D"

