

EXTERNAL DEED RESTRICTION – STANDARDS DEFINITIONS VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4

Purpose: The purpose of these External Deed Restriction Standards is to supplement and further clarify those items identified and/or defined in the Declaration of Restrictions for those properties located within the boundaries of Village Community Development District No. 4, and to clarify and interpret the adopted Rule to Bring About Deed Compliance (“Rule”) relating to the exterior appearance or use of real property within its the boundaries. You may also find further clarification in the District adopted Architectural Review Manual. The following are general interpretations of the Rule for the District:

Alterations, Modifications, and Changes

The District is responsible for approving alterations, changes, or modifications to Homesites and the exterior appearance and structure of the home. No after-market change should be made to any Homesite or Home without first obtaining District approval. This includes but is not limited to: arbors, trellises, pergolas, pools, patios, screen cages, decks, awnings, fences, walls, enclosures, landscaping, driveway additions, re-paintings and room additions to the home. District approval may be via an Architectural Review Committee (ARC) created by District resolution or inter-local agreement in furtherance of the architectural review process. It is the property owner’s responsibility to obtain all necessary permits, governmental approvals and maintain compliance with all governmental laws, water management district plans, and private restrictions, including but not limited to: Building regulations, zoning regulations, plat requirements, permitting and declaration of restrictions (collectively, the “Laws”).

Community Standards Department

The department responsible for carrying out deed compliance for certain exterior deed restrictions as described in the Rule.

Complainant

An individual who makes a complaint and initiates the deed compliance process.

Deed Compliance Staff

Members of the District Community Standards Department who are charged with making calls, inspecting properties, and carrying out departmental duties.

Deed Restrictions

Are those deed restrictions adopted by the Rule.

Fence

A fence may include but is not limited to a vertical structure or a dividing instrument.

Garbage/Trash

All household waste should be placed in a sealed tall kitchen bag or a 20-30 gallon trash bag (any color). All materials can be placed in the same bag. The trash bags should be placed together at the end of the driveway. Each bag should weigh no more than forty (40) pounds. Bags must be placed for collection

before 6 AM on your collection day or the night before (no sooner than 5 PM). Collection times may vary. This criterion can change, please check with your trash service provider.

Hedges

Hedges are defined as a contiguous grouping of shrubs.

Homesite and/or Lot

Shall mean and refer to any plot of land shown upon a plat which bears a numerical designation, but shall not include tracts or other areas not intended for a residence within the District's boundaries. The terms Homesite and Lot are used interchangeably.

Inoperable Vehicles

This term is defined as vehicles incapable of operation, junk vehicles or vehicles that are not licensed and/or registered, or a vehicle with flat or missing tires.

Lawn Ornaments

Lawn ornaments, or yard art, generally refers to manmade items decorative objects used to make a yard more attractive, and which are located anywhere outside the structure or footprint of the home. However, pots and planters designed and constructed for plant use are permitted so long as they are used for their intended purpose. The inclusion or attachment of flowers or plants to a man-made ornament, not originally constructed for plant use, does not change the item from a lawn ornament to landscaping. The word 'lawn' includes areas that are mulched, concreted, sodded, rocked, landscaped, bare earth, or any other material outside the structure (footprint) of the home. The following is intended as a partial reference list of lawn ornaments: any man-made concrete or ceramic statue or figure (including religious symbols), wind chimes, plastic or silk flowers, windmill, pinwheels, train sets, deer, geese, flamingos, or any other animal or human figures. Residents may check with the Community Standards Department prior to purchase of lawn ornamentation/ landscape objects.

Maintenance

Maintenance shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, lawns, and other related improvements and fixtures in good condition. Maintenance of landscaping is defined as the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth. The Rule's requirement to mow includes the requirement to weed. Grass is overgrown when it is allowed to grow to 8", or when shrubbery is up to soffit and/or rain gutters or if shrubbery is obstructing entry to the front door. If the lawn is required to be sodded, any turf grass such as St. Augustine, Bahia, Empire Zoysia, Bermuda or other may be used and shall be void of any bare or dead spots exceeding approximately 1½ feet in diameter. Although Florida-Friendly ground cover is permitted as a substitute for sod, rock or artificial turf (whether silk, plastic or other material) is not an approved substitute for sod.

Homes and lots are expected to be kept free of external unused items, junk, construction material, and other debris.

Owner

Owner shall mean the owner(s) of record according to the Property Appraiser's records in the county in which the violation exists. The owner(s) may or may not be the person living in the home.

Signs

Home: One (1) professionally prepared sign not exceeding 24" by 24" affixed to an exterior window of a residence will be permitted.

Villas: One (1) professionally prepared sign advertising a property for sale or for rent not exceeding 24" by 24" affixed to an exterior window of a residence will be permitted.

The following exceptions may apply:

- **Security:** Small decals or small signs may be placed on doors, windows and planting beds next to the home.
- **Lawn Care:** State law allows for a sign to be placed on the newly-treated lawn until dry.
- **Medical Alert Decals:** Small decal placed on the front entry glass, door, or planting beds next to the home to inform First Responders of important medical information in the event of an emergency.

Trucks, Boats, and RV Parking

No trucks in excess of 3/4 ton size*, boats, or recreation vehicles shall be parked, stored, or otherwise remain on any Lot except for (a) service vehicles located thereon on a temporary basis while performing a service for a resident or (b) vehicles fully enclosed in garages located on the Lot.

*The tonnage of a vehicle describes the hauling capacity and not the weight of the vehicle. Example: A Ford F150 is classified as a 1/2 ton vehicle, Ford F250 is a 3/4 ton size vehicle, and a Ford F350 is a 1 ton vehicle. Anything larger than the F250, for example, Dooley or a Fifth-wheel, is considered in excess of 3/4 ton and would not be allowed to remain on the Homesite.

- For conservation and recycling of waste, vehicles in the process of being washed may be parked on the grass or lawn for a temporary period while being washed but must be removed immediately following the washing.
- Conversion vans with hook-ups for electric and water on rear or side are considered recreation vehicles.

The following exceptions apply:

- **Recreational Vehicles.** A recreational vehicle is often abbreviated as an RV. A RV is any motorhome vehicle or trailer that includes living quarters designed for accommodations. Types of RV's include, but not limited to, motorhomes, campervans (also known as travel trailers), fifth-wheel trailers, popup campers and truck campers. These types of RVs are allowed on the driveway not to exceed 72 hours (3 days) over a 30 day period, provided they are not inhabited. This allowance is made in an effort to accommodate the packing and unpacking of the RV.
- **Boats** are allowed on the driveway not to exceed 72 hours (3 days). This allowance is made in an effort to accommodate the packing, unpacking, and cleaning of the boat.
- **Vehicle Repair,** under no conditions should vehicles be repaired in the driveway except for minor repairs such as flat tire repair, tire inflation, or detailing.

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| <p>■ Radios, record players, televisions, voices and other sounds are to be kept on a moderate level from 10:00 pm to one (1) hour before daylight.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Fines Per day of cont'd viol</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>\$50.00 \$25.00</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>GARBAGE/TRASH</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ All garbage will be contained in appropriate plastic bags and placed curbside no earlier than the day before scheduled pickup.</p> | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ All garbage will be contained in appropriate fully closed and sealed plastic bags and placed curbside no earlier than the day before scheduled pickup. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Prior to being placed curbside for collection, no rubbish, trash, garbage or other waste material shall be kept or permitted on any Homesite or on dedicated or reserved areas except in sanitary containers located in appropriate areas concealed from public view. Once placed curbside for collection, all garbage shall be contained in plastic bags prescribed by Declarant and placed curbside no earlier than the day before schedule pickup.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | | UNIT | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--------------------------------|------|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|--|
| Fines | Per day of cont'd viol | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | |
| Fines | Per day of cont'd viol | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$50.00 | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAWN ORNAMENTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Lawn ornaments are prohibited except for seasons displays not exceeding thirty (30) day duration. | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | |
| Fines | Per day for cont'd viol | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$50.00 | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LIGHTING | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Exterior lighting must be attached to the home and shaded so as not to create a nuisance to others. No other light poles may be erected. | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | | |
| Fines | Per day of cont'd viol | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$50.00 | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MAINTENANCE & MODIFICATIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ There shall be only one home on each lot. All homes must have garages and be of at least 1240 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. All homes must be constructed with at least a 6" in 12" rise and run roof pitch. The home shall be a conventionally built home and of an approved design, color, construction materials, size and other qualities. Each home must have eave overhangs and gable overhangs, and all roofing materials shall be shingle or tile materials, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed. | | ■ | | ■ | | | ■ | ■ | ■ | | | ■ | ■ | ■ | ■ | ■ | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | | |
| ■ There shall be only one home on each lot. All homes must have garages and be of at least 1050 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. All homes must be constructed with at least a 4" in 12" rise and run roof pitch. The home shall be a conventionally built home and of an approved design, color, construction materials, size and other qualities. Each home must have eave overhangs and gable overhangs, and all roofing materials shall be shingle or tile materials, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed. | | | ■ | | | | | | | ■ | | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ There shall be only one home on each lot. All homes must have garages and be of at least 2300 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. All homes must be constructed with at least a 6" in 12" rise and run roof pitch. The home shall be a conventionally built home and of an approved design, color, construction materials, size and other qualities. Each home must have eave overhangs and gable overhangs, and all roofing materials shall be shingle or tile materials, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed.</p> | | | | | | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ The home site owner shall have the obligation to mow and maintain all areas up to the street pavement and the owners of home site 43 through 45, 58 through 60, and 70 shall mow and maintain all areas between the rear lot line of such home sites and the perimeter security wall on the property adjoining the home site. If an owner does not adhere to this regulation, then the work may be performed on behalf of the owner and the cost shall be charged to the owner.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ It shall be the responsibility of the owners to keep their lots neat and clean and the grass cut, irrigated and edged at all times. The lot owner shall have the obligation to mow and maintain all areas up to the street pavement. Persons owning lots adjacent to a water feature, or adjacent to a wildlife preserve, shall have the obligation to mow and maintain all areas between their lot line and the actual water line, and between their lot line and the board fence on the adjoining wildlife preserve, even though they may not own that portion of the land. The owners of lots subject to a water feature or lakeside landscaping easement and owners of lots subject to a special easement for landscaping shall perpetually maintain the easement area and will not remove or destroy any landscape or fencing thereon originally installed without advance written approval, and will promptly replace all dead foliage located therein. If an owner does not adhere to this regulation, then the work may be performed on behalf of the owner and the cost shall be charged to the owner.</p> | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ The Owners of Homesite 51 which is adjacent to SE 92nd Lance Court; Homesites 17 and 82 which is adjacent to SE 167th Ford Street; Homesites 61, 74, 92, 93, 100 and 123 which are adjacent to SE 91st Phillips Court; Homesites 86 and 99 which are adjacent to SE 166th Kathy Loop; Homesites 11, 111 and 112 which are adjacent to SE 92nd Stokes Court; Homesites 41, 124, 137, 138, 151, 152, 165 which are adjacent to SE 167th Dandrea Place; and Homesites 130, 131, 144, 145 and 158 which are adjacent to SE 168th Cook Place, shall clean and paint the exterior portion of the wall or fence upon their Homesites facing the adjoining road right-of-</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ The Owners of Homesites 11 and 12 which adjoin SE 92nd Stokes Court at the mid-point of such road right of way; Homesites 17 and 18 which adjoin SE 167th Ford Street at the mid-point of such road right of way; Homesites 40 and 41 which adjoin SE 167th Dandrea Place at the mid-point of such road right of way; Homesites 50 and 51 which adjoin SE 92nd Lance Court at the mid-point of such road right of way; and Homesites 81 and 82 which adjoin SE 167th Ford Street at teh mid-point of such road right of way shall clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesites to the centerline of the unpaved right of way adjoining such Homesites, and shall also mow and maintain in a neat and clean manner the area located between such Homesites to the centerline of the unpaved right of way adjoint such Homesites.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ The side yard easement shall extend over that portion of the servient tenement lying between the side Homesite lot line of the dominant tenement and the building wall and extending fence or wall located upon the adjacent servient tenement as orginally constructed by the Declarant. The side yard easement will extend from the interior of the rear fence or wall to the exterior of the front gate fence or wall. The dominant tenement shall be responsible for maintenance of the side yard easement.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|---|---|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | | | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ The side yard easement shall benefit and burden the following Homesites: Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 10, 13 through 16, 19 through 28, 31 through 39, 42 through 49, 52 through 60, 63 through 72, 75 through 80, 83, 84, 87 through 91, 94 through 98, 101 through 110, 113 through 122, 125 through 129, 132 through 136, 139 through 143, 146 through 150, 153 through 157 and 160 through 164. Homesites burdened but not benefitted by side yard easements shall be Homesites 11, 12, 18, 40, 50, 51, 62, 81, 85, 86, 99, 111, 112, 130, 131, 144, 145, 158 and 159. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 17, 29, 30, 41, 61, 73, 74, 82, 92, 93, 100, 123, 124, 137, 138, 151, 152 and 165.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | ■ | |
| <p>■ The Owner of the servient tenement shall have the right of ingress and egress over the driveway easement to access the Owner's side yard and the side yard easement benefitting the Homesite Owner. The Owner of the servient tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the dominant tenement for such entry, in order to perform work related to the use and maintenance of the servient tenement. In exercising the right of entry upon the easement area as provided above, the Owner of the servient tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | ■ | ■ |
| <p>■ The servient tenement shall have the right of drainage over, across and upon the easement area for water drainage from the roof of any dwelling or structure upon the servient tenement, the right to maintain eaves and appurtenances thereto and the portions of any dwelling structure upon the servient tenement as originally constructed or as constructed pursuant hereto. The Owner of the dominant tenement shall not attach any object to a wall or dwelling belonging to the servient tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the servient tenement.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | ■ | ■ |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> ■ Each Homesite Owner shall be responsible for maintaining in a mowed, edged, neat and clean manner that portion of his Homesite not subject to side yard or driveway easements, his side yard easement area, driveway easement area and driveway, whether on his Homesite or on an adjacent Homesite, reserved area or dedicated area and the unpaved area between an adjacent roadway or walkway located in the road right of way and the Owner's Homesite. If an Owner does adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> ■ All gates, walls and fences must be of a uniform color and type of paint. Owners intending to paint must contact the Declarant or the District for paint specifications. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> ■ If all or any portion of a residence is 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 residence and walls 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 Architectural review approval. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> ■ All outside structures for storage or utility purposes must be permanently constructed additions and of like construction and permanently attached to the home. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> ■ Each home and lot must contain a concrete driveway, the lawn must be sodded and a lamp post located in the front yard of each lot. To qualify as sodded as least 51% of the yard area visible from the adjacent roadways and golf courses must be sodded. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> ■ In an effort to protect limited natural resources, all Homesites shall remain finished with the same quantity and style of water-conservative, drought tolerant sod and landscape as originally provided by the Declarant. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ No building or structure shall be constructed, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40C-4, F.A.C., approved and on file with the St. Johns River Water Management District. | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| ■ Except as originally constructed, no driveways, walkways, or access shall be located on or permitted on Buena Vista Blvd, Calumet Ave. and Highway 42. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ After the home has been constructed, no reconstruction, additions, alterations, or modifications to the home, or in the locations and utility connections of the home will be permitted without written permission. | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| ■ Except as originally constructed, no driveways, walkways, or access shall be located on or permitted on Buena Vista Blvd, Legacy Lane, Calumet Ave and Bella Vista Circle. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Except as originally constructed, no driveways, walkways, or access shall be located on or permitted on Buena Vista Blvd, and Calumet Ave. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Except as originally constructed, no driveways, walkways, or access shall be located on or permitted on Buena Vista Blvd, Belle Mead Circle and S. E. 172 Legacy Lane. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Except as originally constructed, no driveways, walkways, or access shall be located on or permitted on Buena Vista Blvd, and S. E. 172 Legacy Lane. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Except as originally constructed, no driveways, walkways, or access shall be located on or permitted on Buena Vista Blvd, Belle Meade Circle or Argyll Street. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Except as originally constructed, no driveways, walkways, or access shall be located on or permitted on Buena Vista Blvd. | ■ | | ■ | ■ | ■ | | | | ■ | ■ | | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Except as originally constructed, no driveways, walkways, or access shall be located on or permitted on Buena Vista Blvd and/or Belle Meade Circle. | | ■ | | | | ■ | | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> ■ Except as originally constructed by the Declarant, no driveways, walkways, cartpaths or access shall be located on or permitted on any road right-of-way, walkway or cartpath. ■ No Lot may be used as ingress and egress to any other property or turned into a road by anyone other than the Developer. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> ■ No building or other improvements shall be made within the easements without prior written approval. ■ No dwelling unit or other structure of any kind, including fencing shall be built erected, or maintained on any such easement either created in these Declarations / Rule or as shown on the plat, or by reservation, or right of way, except that patios and walks may be constructed by the dominant tenement over the easements reserved over the strip of land running along the side lot line of each Lot, and also except for the white picket fence as originally constructed by the Declarant. | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | |
| Easements for installation and maintenance of underground utilities, cable television, drainage and drainage facilities, are hereby reserved over the Common Area, reserved and dedicated areas, and over the rear 7 1/2 feet, front 5 feet, and 5 feet along both side of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted or remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|---|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Easements for installation and maintenance of wall and fencing and easements for the installation and maintenance of any storm water runoff drainage system are hereby reserved over a strip of land five (5) feet wide running along the back Homesite / Lot line of each Lot in the subdivision together with that portion of each Homesite / Lot actually occupied by said fence walls and gate fence walls and the storm water runoff drainage system. Easements for the installation of utilities is hereby granted to the providers of those utilities over and upon a ten (10) foot strip of land with each Lot, running along the front Homesite / Lot line adjacent and contiguous to the road right of ways. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ No dwelling unit or other structure of any kind other than walls or fences shall be built, erected, or maintained on any such easement, reservation, or right of way, except that patios and walks may be constructed over the easement reserved over the strip of land running along the back homesite lot line of each home site. Equipment for pool or spa operation may be placed within the easement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Concrete and driveway coatings are permitted providing that the design is harmonious with the Subdivision and that such coating is the same color as the home. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Clear (non-colored) concrete and driveway coatings are permitted. No colored coatings are permitted without the prior written consent of the Declarant, its designee, or an architectural review committee appointed by Declarant or Declarant's designee. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Painting with natural concrete color or clear (non-colored) concrete and driveway coatings are permitted. No colored coatings are permitted without the prior written consent of the Declarant, its designee or an architectural review committee appoint by Declarant or Declarant's designee. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Individual mailboxes may not be located upon a home site. | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| ■ No owner shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his residence, which would substantially alter the exterior appearance thereof, without prior written approval. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| Fines | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|--|
| | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ No arbor, trellis, gazebo, pergola (or similar item), awning, fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval, and no hedges shall be allowed to grow in excess of four (4) feet in height.</p> | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any home site. No bush, shrub, tree, or other similar plant may be placed within the road right of way.</p> | | | | | | | | | | | | | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | |
| <p>■ No arbor, trellis, gazebo, pergola (or similar item), awning, fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Each owner shall, at his sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Each lot owner shall be responsible for maintaining his driveway. Owners of lots subject to a special easement for landscaping shall perpetually maintain the vegetation located thereon, consistent with good horticultural practice. No owner of a lot which is subject to a special easement for landscaping shall take any action to prevent the landscaped buffer from complying with those provisions of the Marion County Sub Div. regulations requiring landscaped buffer areas. The party responsible for maintenance must contact the District or the Architectural Review Committee for paint specifications. Each owner shall keep his lot neat and clean and the grass cut and edged at all times and shall also maintain the unpaved area between the adjacent roadway and the owner's front/side lot lines. If an owner does not adhere to the above regulation, then the work may be performed on behalf of the owner the cost shall be charged to the owner.</p> | | | | | | | | | | | | | | | | | | | | | | | | ■ | | ■ | | ■ | | | ■ | ■ | ■ | | | | ■ | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Owners of lots 1 through 5 shall perpetually maintain the landscaping lying between their rear lot line and the stacked block wall on the adjoining property.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Each owner shall at his sole cost and expense repair his residence keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Each lot owner shall be responsible for maintaining in a mowed, edged, neat and clean manner: that portion of his lot not subject to side yard or driveway easements; his side yard easement area, driveway easement area and driveway; the unpaved area between an adjacent roadway and the owner's front side lot line; owner of lots subject to a special easement for landscaping as shown on the plat shall perpetually maintain the vegetation located thereon, consistent with good horticultural practice. No owner of a lot which is subject to a special easement for landscaping shall take any action to prevent the landscaped buffer from complying with those provisions of the Marion County Subdivision regulations requiring landscaped buffer areas. If an owner does not adhere to the above regulations then the work may be performed on behalf of the owner and the cost shall be charged to the owner.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | ■ | | | | | | | | | | | | | | | | | | | | |
| <p>■ Owners of homesites 23 and 24 shall also maintain the area between the adjacent golf cart path and their homesite.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | ■ | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a five (5) foot width along the dividing line of every building Lot, and ten (10) feet along every street, road and highway fronting on each Lot.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to the westerly lot line rear of Homesite 4, the rear lot line of Homesite 5 through 42, and the southerly rear lot line of Homesite 43 which shall be ten (10) feet in width), a five (5) foot width along the dividing line of every building Homesite for a total of ten (10) feet.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to Homesites 39 through 50 and the southerly rear lot line of Homesite 38, which easement shall be fifteen (15) feet in width), a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet.</p> | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to the rear of Lots 39 through 41, 49 through 52, 68, 72, 73, 74, 75, 98, 113 and 123, the northerly rear lot line of Lot 42, the southerly rear lot line of Lots 65, 67, 71, 78, 97, 99, 114 and 122 which shall be fifteen (15) feet and shall also be a Special Easement for Landscaping), a five (5) foot width along both sides of the dividing lines of every building Lot, and ten (10) feet and along every street, road and highway fronting on each Lot.</p> | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to the rear of Homesites 18 through 26 and the southerly rear of Homesite 27 which shall be fifteen (15) feet and shall also be a Special Easement for Landscaping and except as to the rear of Homesites 28 through 30 and rear of Homesites 59 through 67 and easterly rear of Homesites 27, 31 and 58 which shall be ten (10) feet and shall also be a Special Easement for Landscaping), a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet.</p> | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a five (5) foot width along the dividing line of every building Homesite for a total of ten (10) feet. In addition a Lakeside Landscaping Easement shall exist upon Homesites 29 through 36 over and upon a 7 1/2 foot strip of land lying along the Homesite lot line adjacent to the lake and also running from the Homesite lot line to the water's edge of the adjoining lake.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to the westerly rear of Homesites 120 and 121 which shall be ten (10) feet in width), a ten (10) foot width along the front lines, and a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet. In addition a Special Easement for Landscaping shall exist upon a ten (10) foot wide strip of land lying along the rear Homesite lot line of Homesites 1 through 8 and Homesites 10 through 13, and the westerly rear of Homesite 14.</p> | | | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a ten (10) foot width along the front lines, and a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet. In addition a Special Easement for Landscaping and utilities shall exist upon those portions of Homesite 45 lying within ten (10) feet of the Subdivision perimeter and a ten (10) foot wide strip of land lying along the northeasterly rear of Homesite 42, the easterly and northeasterly rear of Homesite 43, the rear of Homesite 44, the rear of Homesites 46 through 60, and the easterly rear of Homesite 61.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a ten (10) foot width along the front lines, and a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet. In addition a Special Easement for Landscaping, utilities, and the construction of a boundary fence shall exist upon a twenty (20) foot strip of land lying along the rear of Homesites 1 through 21 and 76 through 107; the northerly rear of Homesite 108; and the southerly most twenty (20) feet of Homesite 22, which maintenance of such easement and boundary fence shall be performed by the Homesite Owner.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to the rear of Homesites 58 through 67, East rear of Homesite 57, and East side of Homesite 1 which shall be ten (10) feet and shall also be a Special Easement for Landscaping), a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to the easterly rear of Homesites 3 and 52, and the rear of Homesites 4 through 13, the rear of Homesites 36 through 51, the north side line of Homesite 14 along Belle Meade Circle, the easterly rear of Homesite 48, and the south easterly side line of Homesite 108, which shall be ten (10) feet in width), a five (5) foot width along both sides of the dividing lines for a total of ten (10) feet, and a ten (10) foot width along the front line of every building Homesite.</p> | | | | | | | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to Homesites 24 through 35, which easement shall be ten (10) feet in width), a five (5) foot width along both side of the dividing lines of every building Homesite for a total of ten (10) feet, and ten (10) feet along every street, road and highway fronting on each Homesite (except as to the lot lines of Homesite 1 and Homesite 47 fronting S.E. 172 Legacy Lane which easement shall be twenty-five (25) feet in width).</p> | | | | | | | | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet.</p> | | | | | | | | | | | | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet. In addition a Special Easement for Landscaping shall exist upon a ten (10) foot strip of land lying along the rear Homesite lot line of Homesites 1 through 6, and 28 through 43, and a fifteen (15) foot along the rear of 7 though 18, and along that portion of Homesite 1 adjoining Belle Meade Circle.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

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| | UNIT | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to the northerly side lot line of Homesite 1, the northerly rear lot line of Homesite 71, and the rear lot lines of Homesites 72 through 83 which shall be fifteen (15) feet in width), a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet, and ten (10) feet along the front Homesite lot line.</p> | | | | | | | | | | | | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet, and ten (10) feet along the front lines of each Homesite.</p> | | | | | | | | | | | | | | | | | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet, and ten (10) feet along the front Homesite lot line.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to the northerly rear of Homesites 34 and 43 and the rear of Homesites 35 through 42 which shall be fifteen (15) feet), a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | | |
| MAINTENANCE & MODIFICATION (cont'd) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to Homesites 37 and 38 which shall be fifteen (15) feet and except as to the rear of Homesites 24 through 56, the westerly rear of Homesite 57, and the rear of Homesites 127 through 133 which shall be ten (10) feet), a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>■ Easements and rights-of-way are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and telegraph lines or the like. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines (except as to the rear lot line of Homesite 5 through 23, the southerly and westerly rear lot lines of Homesite 24, the rear of Homesite 25 through 32, and the westerly rear lot line of Homesite 33 which shall be fifteen (15) feet in width), a ten (10) foot width along the front lines, and a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #4

NOTE: Any Repeat Violations may be fined up to \$500 per day.

| | UNIT | | | | | | | | | | | | | | | | VILLAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| Fines | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | | |
| 1st viol. per day of cont'd viol. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$50.00 \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Villa Number/Name Key | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 213 = Pine Crest Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 214 = Fairlawn Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 215 = Ivystone Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 216 = Chadwick Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 217 = Waverly Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 218 = Greenbriar Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 219 = Quail Ridge Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 220 = Sunnyside Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 221 = Bromley Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 222 = Sherwood Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 223 = Cameron Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 224 = Morningview Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 225 = Greenwood Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 226 = Merryoak Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 227 = Ashleigh Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 228 = Forsyth Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 229 = Birchbrook Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 230 = Legacy Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 231 = Mayfield Villas | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

**RULES OF THE
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4**

CHAPTER III

THE RULE TO BRING ABOUT DEED COMPLIANCE

Section 1. AUTHORITY: The Board of Supervisors is responsible for the adoption of rules, pursuant to Chapters 120 and 190, Florida Statutes, for the conduct of the business of Village Community Development District No. 4 (“District”) and in conjunction with the requirements of the law. Pursuant to §190.012(4), Florida Statutes, (“Statute”), the District is authorized to enforce certain deed restrictions within its boundaries in accordance with the Statute and upon adoption of this rule, The Rule to Bring About Deed Compliance, which includes Appendix A and B (“Rule”). The District may by resolution adopt standards by which this Rule may be interpreted.

Section 2. PURPOSE: The purpose of this Rule is to establish certain guidelines, operating policies and procedures relating to the enforcement of certain deed restrictions within the boundaries of the District. The District’s Board of Supervisors (“Board”) has determined that it is in the best interests of the District and the landowners residing therein, that this formal Rule establishing the operating policies, procedures and guidelines relating to the enforcement of those certain deed restrictions, as described herein, be adopted by the Board.

Section 3. CONDITIONS PRECEDENT: The District meets all the conditions precedent required by the Statute necessary to adopt this Rule:

- A) The District was in existence on the effective date of the Statute.
- B) The majority of the Board has been elected by qualified electors pursuant to the provision of section 190.006, Florida Statutes.
- C) Less than 25 percent of residential units are in a homeowners’ association.
- D) The declarant in all applicable declarations of covenants and restrictions has provided the Board with a written agreement that this Rule may be adopted and a memorandum of the agreement has been recorded in the public records and is attached hereto as **Appendix “A,”** and incorporated hereby.
- E) There are no existing homeowners’ associations within the District boundaries having respective enforcement powers.

Section 4. PROCEDURES FOR COMPLIANCE, DEED RESTRICTIONS, COMPLIANCE MECHANISMS & ENFORCEMENT REMEDIES:

A. Definitions. For purposes of this Rule the following terms shall have the following meanings:

- (i) Compliance Mechanisms - the method(s) of bringing about compliance with the Deed Restrictions.

- (ii) Deed Restrictions - means those covenants, conditions, restrictions, compliance mechanisms and enforcement remedies contained in any applicable declarations of covenants and restrictions, including any amendments thereto, as recorded in the Public Records of Marion County, Florida, that govern the use and operation of real property within the District and are subject to consideration per the Statute for adoption by this Rule that may be enforced by the District.
- (iii) Homesite and/or Lot - shall mean and refer to any plot of land shown upon a plat which bears a numerical designation, but shall not include tracts or other areas not intended for a residence within the District's boundaries. The terms "Homesite" and "Lot" are used interchangeably.
- (iv) Order of Enforcement – the final document issued by the Deed Compliance Hearing Officer at the conclusion of the deed compliance Public Hearing consisting of findings of fact, conclusions of law, the required corrective actions and fine imposition, if any.
- (v) Owner - shall mean the record owner, whether one or more persons or entities, of fee simple title to any Homesite which is subject to the Deed Restrictions.

B) Procedures for Compliance of External Deed Restriction Limitations.

The Board hereby adopts by this Rule, detailed Procedures for Compliance of External Deed Restrictions for the District ("Procedures") which are attached hereto as **Appendix "B"** and incorporated herein by this reference. In sum, the Procedures provide, among other things, a process for initiating and receiving complaints regarding Deed Restriction violations, time frames for coming into compliance, fine schedules, and for the recording of the Order of Enforcement in the Public Records of Marion County, Florida.

C) Deed Restrictions. The Board hereby adopts by this Rule portions of the applicable Deed Restrictions that relate to limitations or prohibitions that apply to the external appearances or uses of Homesites or that are consistent with the requirements of a development order or regulatory agency permit. A detailed list of the exact Deed Restrictions being adopted by this Rule for possible enforcement by the District is included in the Procedures for Compliance of External Deed Restrictions and Schedule for Fines, attached as Appendix "B".

D) Fines/Attorneys' Fees/Costs. Fines may be imposed for violations of this Rule. In addition, the Board shall require that each Owner reimburse the District for attorneys' fees and costs incurred by the Board in enforcing the Deed Restrictions against the Owner. The Board hereby adopts the Procedures for Compliance of External Deed Restrictions and Schedule for Fines, included within attached Appendix "B", to be followed when imposing fines for violations of the Deed Restrictions adopted by this Rule. The Deed Compliance Hearing Officer shall make all final decisions regarding the imposition of fines, if any, at a Public Hearing. The Deed Compliance Hearing Officer finds that the fines are reasonable and are correlated to the costs associated with deed compliance such as but not

limited to the costs of inspections, site visits, notice costs and costs of related meetings and hearings.

E) Compliance Mechanisms. The Board hereby adopts by this Rule, which includes Appendix “B,” all the Compliance Mechanisms contained in the Deed Restrictions that apply to the external appearances or uses of Homesites, including the requirement for Owner’s to reimburse the District for attorneys’ fees and costs expended by the District in enforcement of such Compliance Mechanisms. Such Compliance Mechanisms include but are not limited to:

- (i) if the Owner does not adhere to the Deed Restrictions regarding keeping the Homesite neat and clean and the grass cut and edged then the work may be performed on behalf of the Owner by the District, but the District shall not be obligated to perform such work, and the cost shall be charged to the Owner as a fine as indicated on the schedule of fines. Said fines shall not be imposed until a Public Hearing is held.
- (ii) the District’s approval over external structural alterations (including but not limited to fencing, sheds, arbors or similar items), repainting, additions, repairs or improvement of residences/Homesites. Said approval may be granted via an architectural review committee created by the District by resolution or interlocal agreement.

F) Enforcement Remedies. The District shall have the right but not the duty to enforce the Deed Restrictions adopted by this Rule. In accordance with the Statute, the District has the right to enforce this Rule and the fines imposed thereby in circuit court through injunctive relief. The Statute also provides that the District can adopt by rule all or certain portions of deed restrictions that relate to enforcement remedies that apply to the external appearances or uses of Homesites. The Board hereby adopts by this Rule all the enforcement remedies that apply to the external appearances or uses of Homesites found within the Deed Restrictions adopted herein. Such enforcement remedies include but are not limited to the District’s right to seek injunctive relief, to collect any imposed fines, attorneys’ fees and costs, and to recover damages or any property charges for such violations. The Board also hereby adopts those portions of the Deed Restrictions requiring that the prevailing party in any legal proceeding or action be entitled to reimbursement of its reasonable attorneys’ fees and costs.

G) Final Enforcement Decision. The Deed Compliance Hearing Officer shall make all final decisions regarding which enforcement remedy to seek, if any, at a public hearing. The affected Owner shall be noticed of the date, time and location of the public hearing via certified mail sent to the address on record at the property appraiser’s office and any other known addresses of the Owner. If the mail is returned non-deliverable, then notice of the hearing shall be posted on the property. At the public hearing:

- (i) the Owner shall be allowed to present testimony, evidence and witnesses on their behalf, and cross examine witnesses in regard to the allegations, fines and charges against the Owner.
- (ii) parties that will be substantially and directly affected by the outcome of the Board's decision shall be heard.
- (iii) upon conclusion of all testimony and submitted evidence, the Deed Compliance Hearing Officer, taking into consideration staff's recommendation, shall determine whether the Owner is in violation of the Rule. If the Deed Compliance Hearing Officer finds that the Owner is in violation of the Rule, the Deed Compliance Hearing Officer shall issue an Order of Enforcement. The Order of Enforcement shall include a finding regarding non-compliance, provide a reasonable time for the Owner to come into compliance with the Rule, impose fines, if any, and require reimbursement of the District's attorneys' fees and costs, in accordance with the adopted fine schedule. The Order of Enforcement shall also direct district staff to record the Order of Enforcement in the Public Records of Marion County, Florida, whereby the Order of Enforcement shall then become a lien against the property. The Deed Compliance Hearing Officer may also order continued maintenance of the property. The Order of Enforcement may include direction to District Counsel to seek all available legal remedies including injunctive relief against the Owner and any other directive deemed necessary by the District's Deed Compliance Hearing Officer allowed by Statute.

Section 5. BEST INTERESTS OF THE DISTRICT. The Board finds that the adoption of this Rule is beneficial to the Owners and that enforcement by the District is appropriate.

Section 6. NOTICE. Within sixty (60) days after this Rule takes effect, the District shall record a notice of rule adoption stating generally what rules were adopted and where a copy of the rule may be obtained.

Section 7. AMENDMENTS. This Rule may be amended from time to time by rule of the Board upon public notice and at least one (1) public hearing.

Section 8. EFFECTIVE DATE. This Rule shall become effective upon its approval by the Board of Supervisors of the Village Community Development District No. 4.

SPECIFIC AUTHORITY: Chapters 120 and 190, Florida Statutes, as amended.

HISTORY: New
Amended and Restated March 11, 2011
Amended and Restated July 13, 2012
Amended and Restated January 11, 2013
Amended and Restated April 11, 2014
Amended and Restated February 10, 2017
Amended and Restated February 14, 2020

Amended and Restated December 10, 2021
Amended and Restated July 8, 2022
Amended and Restated January 13, 2023
Amended and Restated June 9, 2023
Amended and Restated October 13, 2023
Amended and Restated August 9, 2024

Appendix B

Procedures for Compliance Of External Deed Restrictions and Schedule for Fines for Village Community Development District No. 4

I. PURPOSE AND INTENT:

The purpose and intent of the deed compliance enforcement process is to provide and promote the health, safety, welfare, and property value of this community. The purpose of this procedure is to provide a clear, systematic, and consistent process for the investigation, notification, and conformance with the Rule. The intent is to seek voluntary compliance with the provisions of the Rule, which provides for the maintenance of a high quality of life in the community. Please note the deed compliance process outlined herein does not address complaints for property or situations that occur within the confines of the home.

II. PROCEDURE FOR COMPLIANCE:

Step 1. Complaints

Complaints of possible Rule violations may be received by phone, fax, mail, electronic mail, online, or in person.

The complainant shall provide their unit number and the unit number becomes part of the case record, which may become a public record. The complainant's unit number will be verified to ensure the unit resides in District 4. If the complainant does not provide his/her unit number, or the unit does not reside in District 4, the complaint shall be logged; however, staff will not inspect the property to verify the complaint and the deed compliance process ends.

If the contact information of the complainant is known, it is logged and retained for future follow-up and becomes part of the case record, which is a public record. However, complaints may be accepted anonymously.

Complaints of possible Rule violations pertaining to businesses operating from homesites/lots, must be submitted with supporting evidence to substantiate that the operation of the business from the homesite/lot has a negative impact on the external appearance or use of the homesite/lot. Substantiating Evidence includes, but is not limited to, pictures of vehicular traffic or parking on the homesite/lot along with pictures of the business in operation and/or advertisements from the business that contains the address or contact information for the business, or any other substantiating evidence that demonstrates the negative impact on the external appearance or use of the homesite/lot. Complainants are also encouraged to contact their local County or City Code Enforcement to lodge a complaint with the applicable municipality for further review and enforcement. Anonymous complaints will not be accepted.

Step 2. Inspection

Within three (3) business days of receiving the complaint, deed compliance staff is sent to the address identified in the complaint to check and verify the alleged violation. If the alleged violation is not substantiated, the complainant, if known, is notified and the process ends.

Step 3. Notification

Once a violation is confirmed with the exception of violations that unreasonably endanger the health, safety, or welfare of District residents or Re-Occurring and Repeat Violations, which are addressed separately below, all three of the following activities, if necessary, occur within three (3) business days or as soon as possible:

- A. A **Deed Restriction Reminder Notice** is issued to the Owner. This is the first written notice that is either hand delivered to the Owner, occupant or left at the door if no one is home.
- B. A **telephone call** is made by deed compliance staff to the owner of record according to the County Property Appraiser's records at their local phone and any other known phone number.
- C. An **initial letter** is sent to the Owner of record of the property according to the County Property Appraiser's records in which the violation exists and any other known address. The letter shall identify the Rule violation and at a minimum shall also include the following:
 - i. The required action to remedy the violation.
 - ii. A prescribed time allotment to remedy the violation which shall be between 3 and 15 business days depending on the type of violation.
 - iii. Photographs of the violation.
 - iv. A request to call the Community Standards Department office when the violation has been remedied.

If additional time is necessary to bring the violation into compliance, the Owner or the Owner's representative shall request additional time. All requests shall be in writing or documented by deed compliance staff. Any request shall include the amount of additional time needed and the reason for said request. The request may be granted by the deed compliance staff, depending on the type of violation and extenuating circumstances such as illness, death, or the like. A telephone call is made to the complainant to advise them of the compliance process if contact information is known.

Step 4. Second Notification

After the allotted time, deed compliance staff revisits the property to verify if the violation has been remedied. If the violation has NOT been remedied, staff shall send a **2nd letter** to the Owner of record of the property according to the County Property Appraiser's records in which the violation exists and any other known address which shall include, at a minimum:

- i. The date of the last letter.
- ii. The violation to be corrected.
- iii. Required action to remedy the violation in order to avoid a possible fine.
- iv. Time allotment of 15 days in which to comply for all violations except for violations pertaining to parking or lawn ornaments. The compliance time allotment for parking or lawn ornament related violations shall be 3 business days.
- v. Possible fine amount.
- vi. Requirement to call the office once complete for verification of compliance.

If the violation has been remedied, the complainant is called if contact information is known and the case is closed.

Step 5. Third Notification / Notice of Public Hearing

On the 16th day, as identified in the second notification, a site visit is made, photographic evidence taken, and if the violation still exists, a **3rd letter** is sent to the Owner of record of the property according to the County Property Appraiser's records in which the violation exists and any other known address by regular and certified mail return receipt requested, which shall include at a minimum:

- A. The date, time and location for the public hearing, to be held before the District Board of Supervisors or Deed Compliance Hearing Officer, to hear the facts of the case.
- B. A statement advising that the Owner has the right to attend, present testimony, evidence and witnesses, cross examine witnesses on their behalf in regards to the allegations, fines and charges against the Owner.
- C. A statement advising that staff may recommend, and the Deed Compliance Hearing Officer may find the Owner in violation of the Rule, impose fines, or continued maintenance of the property with additional fines imposed and/or seek other legal remedies including injunctive relief against the Owner.
- D. For Re-Occurring and Repeat Violations this notice shall include supporting documentation thereof.

Step 6. Notification for Re-Occurring Violations

The term "Re-Occurring Violation" means a violation of a provision of the Rule by an owner who has been previously notified to have violated the same provision of the Rule within twelve (12) months prior to the current violation, notwithstanding the violation occurred at different locations. If the Community Standards Department staff receives a complaint regarding a Re-Occurring Violation, staff is not required to give the owner a reasonable time to correct the violation. Instead, staff shall follow the procedure of compliance as outlined above with the exception of Steps 3 and 4. With regards to Step 5, the case may be presented to the Deed Compliance Hearing Officer even if the Re-Occurring Violation has been corrected prior to the Public Hearing and the notice shall so state. If the Re-Occurring Violation is brought into compliance prior to the Public Hearing,

the Deed Compliance Hearing Officer may make a finding of guilt but shall not impose a fine.

Step 7. Notification for Repeat Violations

Repeat Violations - The term "Repeat Violation" means a violation of a provision of the Rule by an Owner who has been previously found by the Deed Compliance Hearing Officer, to have violated the same provision of the Rule within twelve (12) months prior to the current violation, notwithstanding the violations occurred at different locations. If the Community Standards Department staff receives a complaint regarding a Repeat Violation, staff is not required to give the Owner a reasonable time to correct the violation. Instead, staff may follow the Procedure of Compliance as outlined above, with the exception of steps 3 and 4. The case may be presented to the Deed Compliance Hearing Officer even if the Repeat Violation has been corrected prior to the Public Hearing, and the notice shall so state. Repeat Violations may be fined up to \$500 and the Deed Compliance Hearing Officer may impose a \$500 daily fine until the property is brought into compliance.

Step 8. Notification for Violations that Unreasonably Endanger the Health, Safety, or Welfare of District Residents; Emergency Procedure; Summary Enforcement.

In cases of emergency, where delay in abatement of the violation required to complete the procedure and notice requirements as set forth in Steps 3 through 5 above will permit a continuing violation that unreasonably endangers public health, safety, or welfare, the District Board may order summary enforcement and abatement of the violation. To proceed with summary enforcement, a deed compliance officer or other designated official shall determine that a violation exists or is being maintained on property in the District and that delay in abatement of the violation will unreasonably endanger the public health, safety, or welfare of District residents. The officer or designated official shall notify the Owner of the property in writing of the nature of the violation, whether the public health, safety, or welfare will be unreasonably endangered by delay in abatement of the violation required to complete the procedure set forth in Steps 3 through 5 above and may order that the violation be immediately terminated or abated by the Owner. If the violation is not immediately terminated or abated by the Owner, the District Board may order summary enforcement and abate the violation by entering an Emergency Order of Enforcement/Claim of Lien against the Owner at its next Board meeting.

Step 9. Businesses Operating from Residential Properties (Homesite/Lots) that Affect the External Appearances or Uses.

In cases where businesses operating from residential properties (homesites/lots) have a negative impact on the external appearance or uses of the homesite/lot, the following procedure shall be implemented.

If the Community Standards Department staff receives a complaint regarding this matter as established in Step 1, Staff will proceed with the Step-by-Step procedure and notice requirements as set forth in Steps 2 through 7 above. Additionally, Community Standards Department Staff will submit any verified complaints to the County or City in which the homesite/lot is located for further review and inspection by the County or City authorities.

Community Standards Staff's investigation will only pertain to the external portion of the homesite/lot. Any matters pertaining to internal deed restriction violations will be turned over to the Declarant and/or the County or City in which the homesite/lot is located for further review and inspection.

If the violation is not terminated or abated by the Owner, Community Standards Staff will proceed with Steps 10 and 11 as established below.

Step 10. Enforcement

If the property is still in violation two (2) days prior to the noticed Public Hearing, as indicated in the third notification or if it is a repeat violation, the Public Hearing will take place as noticed. At the Public Hearing the Deed Compliance Hearing Officer considers evidence and testimony related to the violation from the Owner, District staff and parties that will be substantially and directly affected by the outcome of the Board of Supervisors' decision. The Deed Compliance Hearing Officer may render a decision to dismiss the case, grant a continuance, find the Owner in violation of the Rule, provide a reasonable time to come into compliance, impose fines, order continued maintenance of the property, any other remedial action deemed necessary to bring the property into compliance and/or direct District Counsel to seek injunctive relief or other legal remedies as appropriate against the Owner. Any Order of Enforcement/Claim of Lien entered by the Deed Compliance Hearing Officer shall require that the Owner reimburse Village Community Development District No. 4 for its reasonable attorneys' fees and costs incurred in prosecuting the matter against the Owner and shall also require that the Order of Enforcement/Claim of Lien be recorded in the Public Records of Marion County, Florida.

Step 11. Notification of Entry of Order of Enforcement/Claim of Lien

When an Order of Enforcement/Claim of Lien is entered against real property under Step 10 above, and after the time period to correct the violation has expired, District staff shall notify the Owner, in writing, that the Order of Enforcement/Claim of Lien will be recorded in the Public Records of Marion County, Florida, and become a lien against the Owner's property, ten (10) days from the date of the notification. District staff shall also advise the Owner that should the Owner choose to appeal the recording of the Order of Enforcement/Claim of Lien because the property was brought into compliance as required by the Order of Enforcement/Claim of Lien, the Owner must do so within the ten (10) day time period provided in the written notification to the Owner, by mailing a request for a hearing to appeal the Order of Enforcement/Claim of Lien. The request for a hearing must be made in writing and delivered to VCCDD – Community Standards, 984 Old Mill Run, The Villages, FL 32162. If the Owner properly requests a hearing to appeal the Order of Enforcement/Claim of Lien, the appeal will be brought before the Board of Supervisors or Deed Compliance Hearing Officer for the District at the next available meeting. The hearing on the appeal shall only be held to determine whether the Owner brought the property into compliance, as required by the Order of Enforcement/Claim of Lien. If the Board of Supervisors finds that the property was not brought into compliance as required by the Order of Enforcement/Claim of Lien then the Order of Enforcement/Claim of Lien shall immediately be recorded in the Public Records of Marion County, Florida. If the Board of Supervisors finds that the property was brought into compliance as required by the Order of Enforcement/Claim of Lien then the Order of Enforcement/Claim of Lien shall not be recorded in the Public Records of Marion County, Florida. If the Owner fails to

request a hearing as provided herein then the Owner's right to a hearing shall be deemed as being waived and the Order of Enforcement/Claim of Lien shall be recorded in the Public Records of Marion County, Florida, and it shall act as a lien against the Owner's real property until the real property is brought into compliance with the District's Rule to Bring about Deed Compliance and all fines, fees, and costs are paid in full.

III. GENERAL PROVISIONS:

1. Mowing / Edging – If a property is found in non-compliance of the Rule's mowing and edging requirements, the Deed Compliance Hearing Officer may at the respective public hearing order continued maintenance of the property by the District at a re-occurring cost to the Owner in accordance with the Fine Schedule.

2. Pressure Washing / Hedging – If a property is found in non-compliance of the Rule's pressure washing and/or hedge/shrubbery trimming requirement, the Deed Compliance Hearing Officer may at the respective public hearing order maintenance of the property to include: (a) pressure washing a home, driveway, walkway, fences, or walls; and/or (b) trimming hedges and shrubbery to 4 feet in height. The cost of any such maintenance shall be borne by and charged to the property owner and shall include the actual cost of maintenance plus an administrative fee in accordance with the Fine Schedule.

3. The District is responsible for approving alterations, changes, or modifications to the Homesite and exterior appearance and structure of the Homesite. No after-market change should be made to the Homesite without first gaining written approval. This includes but is not limited to: arbors, trellises, pergolas, pools, patios, screen cages, decks, awnings, fences, walls, enclosures, landscaping, driveway additions or coating/pavers, exterior re-painting and room additions to the home.

The District approval may be via an Architectural Review Committee created by district resolution or interlocal agreement.

4. Compliance Public Hearings will be held on a monthly basis.

5. The information collected during the enforcement process is public information. If a resident wishes to find out who made a complaint against their property and that information is available, then it will be provided in accordance with Section 119.07 of Florida Statutes.

RESOLUTION 2024 · 

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4, AMENDING AND RESTATING CHAPTER III OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4'S RULE ENTITLED "THE RULE TO BRING ABOUT DEED COMPLIANCE", WHICH INCLUDES AMONG OTHER THINGS, A MATRIX OF THE ADOPTED EXTERNAL DEED RESTRICTIONS THAT MAY BE ENFORCED AND A DETAILED PROCEDURE FOR COMPLIANCE OF THOSE EXTERNAL DEED RESTRICTIONS AND FINES FOR VIOLATIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Village Community Development District No. 4 ("District") has advertised its intent to amend and restate its Rule to Bring About Deed Compliance ("Rule") for the District in accordance with §190.012(4), Florida Statutes, and has held a public hearing for such adoption in compliance with all applicable statutes and rules; and

WHEREAS, the District Board of Supervisors in a public hearing on August 9, 2024, considered public input and all input of staff and has determined it is in the best interests of all persons and entities to be served by the District to amend and restate the Rule.

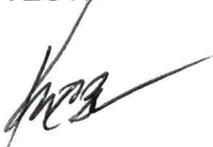
NOW, THEREFORE, BE IT RESOLVED by the Village Community Development District No. 4, as follows:

1. The Rule to Bring About Deed Compliance within Village Community Development District No. 4 is hereby amended and restated as provided in the document attached hereto as Exhibit "A".
2. The Rule shall become effective September 1, 2024.

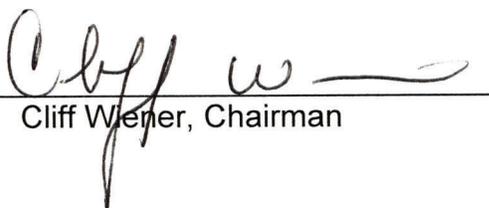
APPROVED AND ADOPTED THIS 9TH DAY OF AUGUST, 2024.

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 4

ATTEST:



Secretary

By: 
Cliff Wiener, Chairman