

## EXTERNAL DEED RESTRICTION STANDARDS VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 3

**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. 3, 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 starts 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, construction material, and other debris. External garage/yard sales would violate this section.

### **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

The placement of not more than one (1) professionally prepared sign not exceeding twenty-four (24) inches wide and twenty-four (24) inches high affixed to an exterior window of a home unit, any content is permitted. There is no enforcement of For Rent / For Sale signs in villa units; however, no other signs are allowed with the following exceptions:

- **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.
- **Vial of Life Program:** Small decal placed on the front entry glass or door 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 Lot.

- 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:

- **Campers, Winnebago's, and other RVs** are allowed on the driveway not to exceed 72 hours (3 days) provided they are not plugged in or 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 3

	UNIT													VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640
<b>AIR CONDITIONERS</b>																							
■ Window air-conditioners are prohibited and only central air-conditioners are permitted.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■				
■ No window air-conditioners or irrigation wells permitted.																				■	■	■	■
<b>Fines per day for cont'd viol.</b>																							
\$50.00 \$25.00																							
<b>BUSINESS FROM THE HOMESITE / LOT</b>																							
■ 2.1 All lots included in the Subdivision should be used for residential purposes only and shall be subject to the following specific residential use restrictions in addition to the general restrictions contained in the Declaration of Restrictions.	■	■	■	■	■	■	■	■	■	■	■												
■ 2.1 All Homesites included in the Subdivision shall be used for residential purposes only and shall be subject to the following specific residential use restrictions in addition to the general restrictions contained in the Declaration of Restrictions													■	■	■								
■ 2.9 Properties within the Subdivision are intended for residential use and no commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Lot	■	■	■	■	■	■	■	■	■	■	■												
■ 2.9 Properties within the Subdivision are intended for residential use and no commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite.													■	■	■								
■ 5.2 No Business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing and selling all of the Lots as provided herein.															■	■	■	■	■				
■ 5.2 No Business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing and selling all of the Homesites as provided herein.																					■	■	■

## External Deed Restrictions and Fine Schedule for District 3

	UNIT														VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640	
<p>■ <b>6.2</b> No business of any kind shall be conducted on within any Homesite or Home with the exception of the business of Declarant and the transferees of Declarant in developing and selling all of the Homesites as provided herein.</p>																								■
<b>Fines</b> <b>Per day of cont'd viol</b>																								
\$500.00                      \$50.00																								
<b>EXTERNAL NOISE</b>																								
<p>■ Radios, record players, televisions, voices and other sounds if external to the home are to be kept on a moderate level from 10:00 pm to one (1) hour before daylight.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<b>Fines</b> <b>per day for cont'd viol.</b>																								
\$50.00                      \$25.00																								
<b>GARBAGE/TRASH</b>																								
<p>■ All garbage will be contained in appropriate plastic bags and placed curbside no earlier than the day before scheduled pickup.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<p>■ No rubbish, trash, garbage, or other waste material shall be kept or permitted on any homesite or on the common areas except in sanitary containers located in appropriate areas concealed from public view.</p>													■	■	■	■	■	■	■	■	■	■	■	
<b>Fines</b> <b>per day for cont'd viol.</b>																								
\$50.00                      \$25.00																								
<b>LAWN ORNAMENTS</b>																								
<p>■ Lawn ornaments are prohibited except for seasons displays not exceeding thirty (30) day duration.</p>						■	■	■	■				■	■				■	■	■	■	■	■	
<b>Fines</b> <b>per day for cont'd viol.</b>																								
\$50.00                      \$25.00																								

## External Deed Restrictions and Fine Schedule for District 3

	UNIT													VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640
<b>LIGHTING</b>																							
■ 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.	■	■	■	■	■	■	■	■	■	■	■	■	■	■									
<b>Fines per day for cont'd viol.</b>																							
<b>\$50.00 \$25.00</b>																							
■ 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, store 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 of a design approved as being harmonious as to the color, construction materials, design, 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 be 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 1100 square feet exclusive of any garage, store 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 of a design approved as being harmonious as to the color, construction materials, design, 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				■					■		■												

## External Deed Restrictions and Fine Schedule for District 3

	UNIT															VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640		
<b>MAINTENANCE &amp; MODIFICATION cont.</b>																									
<p>■ 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, store 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 of a design approved as being harmonious as to the color, construction materials, design, 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 porches must have ceilings. Screen caps over patios and</p>													■	■	■										
<p>■ 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 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.</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 lake, 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. 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 3

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

### UNIT

### VILLAS

33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640
----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----

**MAINTENANCE & MODIFICATION cont.**

■ Owners shall keep their homesites neat and clean and the grass cut, irrigated and edged at all times. The homesite owner shall have the obligation to mow and maintain all areas up to the street pavement. Persons owning homesites adjacent to a water feature, a land use or landscape buffer, or a wildlife preserve, shall have the obligation to mow and maintain all areas between their homesite lot line and the actual water line, between their homesite lot line and the land use or the landscape buffer, and between their homesite lot line and the board fence on the adjoining wildlife preserve, even though they may not own that portion of the land. 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.

												■	■	■								
--	--	--	--	--	--	--	--	--	--	--	--	---	---	---	--	--	--	--	--	--	--	--

■ 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 lake, 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. 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. Owners of lots 63 and 64 shall maintain up to the paving of the golf cart path adjoining their lot even though they may not own that portion of land.

■																						
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

■ Each home and homesite must contain a concrete driveway, the lawn must be sodded, and a lamppost erected in the front yard of each homesite.

■	■	■	■	■	■	■	■	■	■	■	■											
---	---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--

■ Each home and homesite must contain a concrete driveway, the lawn must be sodded, and a lamppost erected in the front yard of each homesite. To qualify as sodded, at least 51% of the yard area visible from all adjacent roadways and golf courses must be sodded.

												■	■	■								
--	--	--	--	--	--	--	--	--	--	--	--	---	---	---	--	--	--	--	--	--	--	--



## External Deed Restrictions and Fine Schedule for District 3

	UNIT														VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640	
<b>MAINTENANCE &amp; MODIFICATION cont.</b>																								
<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 lake, 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. 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. Owners of lots 11 through 48 shall perpetually maintain the board fence upon their lots as originally constructed and in a cooperative and uniform manner with other adjacent lot owners so as to present to the public a uniform well maintained appearance of the subdivision as a whole. All fences must be of a uniform color and type of paint. 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 lake, 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 adjacent to a lake shall perpetually maintain the Lakeside Landscaping Easement and will not remove or destroy any landscape thereon originally installed without advanced written approval and will promptly replace all dead foliage located therein. The owners of lots 59 and 60 shall mow and maintain all areas up to the paved golf cart path between such lots even though they may not own that portion of the land. 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 3

	UNIT													VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640
<b>MAINTENANCE &amp; MODIFICATION cont.</b>																							
<ul style="list-style-type: none"> <li>■ Owner shall be responsible for maintaining designated flow paths for side and rear homesite drainage as shown on the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District and if such maintenance of designated flow paths is not properly undertaken by owner, then the District may enter onto the homesite and reconstruct the intended flow pattern and assess the owner for such expense. Owners of homesites 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 homesite which is subject to a special easement for landscaping shall take any action to prevent the landscaped buffer from complying with the provision of the Development Order and those provisions of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.</li> </ul>												■	■	■									
<ul style="list-style-type: none"> <li>■ Owners 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 of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.</li> </ul>	■	■	■	■	■	■	■	■	■	■	■				■	■	■	■	■	■	■		
<ul style="list-style-type: none"> <li>■ 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 40D-4, F.A.C. with Southwest Florida Water Management District.</li> </ul>	■	■	■	■	■	■	■	■	■	■	■	■	■	■									



## External Deed Restrictions and Fine Schedule for District 3

	UNIT													VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640
<b>MAINTENANCE &amp; MODIFICATION (cont'd)</b>																							
■ Except as originally constructed no driveways, walkways, or access shall be located on or permitted on Rio Grande Ave., Buena Vista Blvd., Talley Ridge Dr., El Camino Real, Archer Ave., Morse Blvd. or Southern Trace.		■																					
■ Except as originally constructed no driveways, walkways, or access shall be located on or permitted on Rio Grande Ave., Buena Vista Blvd., Talley Ridge Dr., El Camino Real, Archer Ave., Morse Blvd. Southern Trace or County Road 101.			■	■	■	■	■	■	■	■	■												
■ Except at originally constructed no driveway, walkways, cart paths or access shall be located on or permitted to any road right of way, walkway or cart path.												■		■									
■ Except as originally constructed no driveways, walkways or access shall be located on or permitted on Buena Vista Blvd or County Road 101.													■										
■ No building or other improvement shall be made within the easements without prior written approval.	■	■	■	■	■	■	■	■	■	■	■	■	■	■									
■ No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any homesite. No bush, shrub, tree, or other similar plant may be placed within the road right of way.															■	■	■	■	■	■	■	■	■
■ No fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval. No hedges shall be allowed to grow in excess of four (4) feet in height.	■	■	■	■	■	■	■	■	■	■	■												
■ 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.												■	■	■						■			
■ No owner will attach, hang, drape, construct or place anything on or near the perimeter security wall within the subdivision.																					■		
■ The exterior of all homes must be maintained in accordance with a uniform color scheme. Owner's intending to paint must contact the District for paint specifications. Owner's intending on repairing their roofs must contact the District for roof material specifications.																							■

## External Deed Restrictions and Fine Schedule for District 3

	UNIT														VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640	
<b>MAINTENANCE &amp; MODIFICATION (cont'd)</b>																								
■ Each owner shall, as his sole cost and expense, repair his residence, other than as otherwise provided for herein, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only <u>normal wear and tear</u> .															■	■	■	■	■	■	■	■	■	
■ 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, driveway easement area and driveway, whether on his lot or on an adjacent lot, common area or dedicated area; and the unpaved area between an adjacent roadway or parking area and the owner's lot lines. If an owner does not adhere to the regulations, then the work may be performed on behalf of the owner and the cost shall be charged to the owner.															■	■		■					■	
■ 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 an adjacent roadway and the owner's front and side lot lines. The owners of lots 47 and 38 shall also maintain the landscaped area lying between the owners lot line and the adjacent temporary parking area. If an owner does not adhere to the regulations, then the work may be performed on behalf of the owner and the cost shall be charged to the owner.																		■						
■ 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 an adjacent roadway and the owner's front and side lot lines. The owners of lots 72 and 54 shall also maintain the landscaped area lying between the owners lot line and the adjacent temporary parking area. If an owner does not adhere to the regulations, then the work may be performed on behalf of the owner and the cost shall be charged to the owner.																						■		

## External Deed Restrictions and Fine Schedule for District 3

	UNIT														VILLAS								
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640
<b>MAINTENANCE &amp; MODIFICATION (cont'd)</b>																							
<ul style="list-style-type: none"> <li>■ 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 an adjacent roadway and the owner's front and side lot lines. The owners of lots 1, 20 and 53 through 75 shall maintain the area between the adjacent perimeter security wall and the owner's homesite. If an owner does not adhere to the regulations, then the work may be performed on behalf of the owner and the cost shall be charged to the owner.</li> </ul>																					■		
<ul style="list-style-type: none"> <li>■ 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 an adjacent roadway and the owner's front and side lot lines. The owners of lots 1, 20 and 53 and 70 through 76 shall maintain the area between the adjacent perimeter security wall and the owner's homesite. If an owner does not adhere to the regulations, then the work may be performed on behalf of the owner and the cost shall be charged to the owner.</li> </ul>																						■	
<ul style="list-style-type: none"> <li>■ Owners 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 of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.</li> </ul>															■	■			■	■	■	■	
<ul style="list-style-type: none"> <li>■ Owners 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, and those lots upon which a fence is originally constructed shall also maintain such fence. 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 of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.</li> </ul>																							■

## External Deed Restrictions and Fine Schedule for District 3

	UNIT														VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640	
<b>MAINTENANCE &amp; MODIFICATION (cont'd)</b>																								
<ul style="list-style-type: none"> <li>■ Owner covenants that they will not remove or alter any landscaping or vegetation. Owner further covenants that should they remove or alter any landscaping or vegetation then owner will promptly replace said landscaping or vegetation at owner's expense.</li> </ul>																							■	
<ul style="list-style-type: none"> <li>■ Owner shall paint and keep clean all fence walls. The gate on the fence wall shall be maintained by the owner enjoying the use of the adjacent side yard area. Owners shall be responsible for maintenance and repair of the structural integrity of all walls and fences serving the owner's lot or an adjacent lot, common area or dedicated area. Where a wall serves more than one lot, the cost of maintaining and repairing the structural integrity of the wall shall be shared among the respective owners served by such wall.</li> </ul>															■	■		■						
<ul style="list-style-type: none"> <li>■ The owners of lots 8, 9, 17, 18, 37, 38, 53, 54, 59, 60, 65, 66, 68, 69, 78, 79, 91, 92, 98, 99 and 103 shall clean and paint the exterior portion of the wall or fence upon their lot facing the adjoining road right of way, parking area of adjoining Tract F.</li> </ul>																			■					
<ul style="list-style-type: none"> <li>■ The owners of lots 1, 17, 18, 41, 42, 67, 68, 81, 82, 94, 95, 105, 106, 115, 116, 124, 125, 131, 132, 133, 134, and 137 shall also clean and paint the exterior portion of the wall upon their lot facing the adjoining road right of way or parking</li> </ul>															■									
<ul style="list-style-type: none"> <li>■ The owners of lots 25, 26, 39, 58, 62, 65, 66, 71, 76, 77, 83, 84, 91, 92, 100, 101 and 110 shall clean and paint the exterior portion of the wall or fence upon their lot facing the adjoining road right of way or parking area.</li> </ul>																■								
<ul style="list-style-type: none"> <li>■ The owners of lots 1, 18, 33, 34, 48, 49, 63, 64, 79, 80, 94, 95 through 100, 105, 110, 114 and 117 shall clean and paint the exterior portion of the wall upon their lot facing the adjoining road right of way or parking area.</li> </ul>																							■	
<ul style="list-style-type: none"> <li>■ All gates, walls and fences must be of a uniform color and type of paint. Owners intending to paint must contact the District for paint specifications.</li> </ul>															■	■	■	■				■		

## External Deed Restrictions and Fine Schedule for District 3

	UNIT													VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640
<b>MAINTENANCE &amp; MODIFICATION (cont'd)</b>																							
■ 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 lines of ever building Lot, and ten (10) feet along every street, road, and highway <u>fronting on each Lot</u>	■	■	■	■	■	■	■	■	■	■	■												
■ 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 line, and <u>a five (5) foot width along both sides of every building Homesite</u>													■										
■ 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 167 through 186 which shall be ten (10) feet, a ten (10) foot width along the front line, and a five (5) foot width along both sides of the dividing lines of every building Homesite for a total of ten (10) feet.														■									



## External Deed Restrictions and Fine Schedule for District 3

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

### UNIT

### VILLAS

#### MAINTENANCE & MODIFICATION (cont'd)

■ 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 Homesite 37 and the rear of Homesites 38 through 42 which shall be fifteen (15) feet, a ten (10) foot width along the front line, and a five (5) foot width along both sides of every building Homesite.

■ Easements for the installation and maintenance of wall fencing and easements for the installation and maintenance of storm water runoff drainage system are hereby reserved over a strip of land five feet (5) wide running along the back/rear Lot line of each Lot in the Subdivision, together with that portion of each Lot actually occupied by fence walls and gate fence walls and the storm water runoff drainage system

■ 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, plantings or other material shall be place or permitted to 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 southerly rear of Lot 21 and 33 and Lots 22 through 32 shall be subject to a Special Easement for Landscaping running along rear 7 1/2 feet of each lot.

	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640
														■									
															■	■		■					■
																		■					

## External Deed Restrictions and Fine Schedule for District 3

	UNIT														VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640	
<b>MAINTENANCE &amp; MODIFICATION (cont'd)</b>																								
<p>■ 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. The rear easement as to Lots 2 thorough 21, and the southerly rear of Lot 1 shall be 20 feet and shall be for utilities and for a Special Easement for Landscaping. The rear easements as to Lots 22 and the southerly rear of Lot 23 shall be 30 feet and shall be for utilities and for a Special Easement for Landscaping.</p>																			■					
<p>■ Easements for (i) installation and maintenance of underground utilities, cable television, drainage and drainage facilities, and (ii) ingress, egress and maintenance of the perimeter security wall with the Subdivision, are hereby reserved over reserved or dedicated areas, and over the rear 7 1/2 feet, the front 7 1/2 feet, and 5 feet along both sides of the Homesite.</p>																				■	■			
<p>■ Each Homesite shall be subject to an easement for drainage facilities in those locations as orginally constructed by the Declarant. Within these easements no structure, planting, or other material shall be placed or permitted to 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 rear of Homesite 21 thorough Homesite 32, shall be subject to a Special Easement lying 10 feet along the rear Homesite lot line for Landscaping. Homesite 8, 12, 24, 28 and 32 shall be subject to a perpetual easement for the construction, installation and maintenance of stacked block walls. <del>No owner subject to such easement shall interfere with such walls in any</del></p>																							■	
<p>No dwelling unit or other structure of any kind other than the wall fence shall be built, ereceted, or maintained on any such easement except that patios and walks may constructed over the easement reserved over the strip of land running along the back lot line of each lot. Any equipment for pool or spa operation may be placed within the easement.</p>															■	■		■				■		

## External Deed Restrictions and Fine Schedule for District 3

	UNIT														VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640	
<b>MAINTENANCE &amp; MODIFICATION (cont'd)</b>																								
No dwelling unit or other structure of any kind other than the wall fence shall be built, erected, or maintained on any such easement except that patios and walks may 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.																	■		■	■	■			
<b>Fines</b>																								
Mowing, edging, weeding, or irrigation																								
1st and subsequent remediation actions per Order of Enforcement																								
\$250.00																								
Pressure washing / trimming of hedges/shrubbery																								
\$150 per hour																								
Actual cost of maintenance plus \$100 administrative fee																								
If unable to maintain due to hinderance - mowing, edging, weeding, pressure washing, trimming of hedges/shrubbery - \$150 initial fine, \$50 per day of continued violation																								
All other infractions of Maintenance and Modification restrictions:																								
<b>per day of cont'd viol.</b>																								
\$150.00                      \$50.00																								

## External Deed Restrictions and Fine Schedule for District 3

	UNIT														VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640	
<b>OUTSIDE ANIMALS</b>																								
■ No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common areas.	■	■	■	■	■	■	■	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	
<b>Fines</b>																								
<b>per day of cont'd viol.</b>																								
\$50.00																								
\$25.00																								
<b>SIGNS</b>																								
■ A sign showing the owner's name will be permitted in common specifications. No other signs or advertisements will be permitted without written consent.	■	■	■	■	■	■	■	■	■	■	■	■	■	■										
■ No sign of any kind shall be displayed to public view on a lot or the common area without written consent, except customary name and address signs. Professional signs advertising a property for sale or rent shall be permitted.																■	■	■	■	■	■	■	■	
<b>Fines</b>																								
<b>per day for cont'd viol.</b>																								
\$50.00																								
\$25.00																								

## External Deed Restrictions and Fine Schedule for District 3

	UNIT															VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640		
<b>TRUCKS/RV'S/PARKING</b>																									
<ul style="list-style-type: none"> <li>■ No trucks over 3/4 ton size, boats, or recreational vehicles shall be parked, stored or otherwise remain on any lot or street, except for service vehicles located thereon on a temporary basis while performing a service for a resident. No vehicles incapable of operation shall be stored on any lot nor shall any junk vehicles or equipment be kept on any lot.</li> </ul>	■	■	■	■	■	■	■	■	■	■	■														
<ul style="list-style-type: none"> <li>■ No trucks over 3/4 ton size, boats, or recreational vehicles shall be parked, stored or otherwise remain on any lot or street, (a) except for service vehicles located thereon on a temporary basis while performing a service for a resident (b) vehicles fully enclosed in garages located on the homesite. No vehicles incapable of operation shall be stored on any lot nor shall any junk vehicles or equipment be kept on any lot.</li> </ul>												■	■												
<ul style="list-style-type: none"> <li>■ No owner of a homesite shall park, store, or keep any vehicle except wholly within his driveway, garage, or other non-visitor parking spaces. No truck in excess of 3/4 ton, camper, boat, trailer, or aircraft, or any vehicle other than a private non-commercial vehicle may be parked in a parking space except, a boat may be kept in the garage with the garage door closed. No owner of a homesite shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any homesite, or on the common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a</li> </ul>																									
<b>Fines</b>																									
Inoperable vehicle or equipment																									
<b>per day of cont'd viol.</b>																									
\$150.00	\$50.00																								
All other infractions of Trucks/RV/Parking restrictions:																									
<b>per day of cont'd viol.</b>																									
\$150.00	\$50.00																								

## External Deed Restrictions and Fine Schedule for District 3

	UNIT														VILLAS									
NOTE: Any Repeat Violations may be fined up to \$500 per day.	33	34	35	36	37	38	39	40	41	42	43	67	68	69	608	609	610	611	612	632	633	634	640	
<b>USE OF PROPERTY</b>																								
■ Each owner shall use his property in such a manner to allow his neighbors to enjoy the use of their property.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Villa Number / Name Key																								
608 - Villa Berrea																								
609 - Villa Valdosta																								
610 - Villa Natchez																								
611 - St. Simons Villas																								
612 - Alexandria Villas																								
632 - Fernandina Villas																								
633 - Amelia Villas																								
634 - Cottages at Summerchase																								
640 - Carriage Houses of Glenview																								

**RULES OF THE  
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 3**

**CHAPTER II**

**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. 3 (“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 Sumter 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 Board 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 Sumter 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 Board shall make all final decisions regarding the imposition of fines, if any, at a Public Hearing. The Board 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), repaintings, 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 Board 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 Board, taking into consideration staff's recommendation, shall determine whether the Owner is in violation of the Rule. If the Board finds that the Owner is in violation of the Rule, the Board 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 Sumter County, Florida, whereby the Order of Enforcement shall then become a lien against the property. The Board 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 Board of Supervisors 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. 3.

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

**HISTORY:** New  
Amended and Restated March 11, 2011  
Amended and Restated August 10, 2012  
Amended and Restated March 14, 2014  
Amended and Restated February 10, 2017  
Amended and Restated January 14, 2022  
Amended and Restated August 12, 2022  
Amended and Restated June 9, 2023  
Amended and Restated September 8, 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. 3**

#### **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 made by residents or any other person. Complaints may be received by phone, fax, mail, electronic mail, online, or in person.

The complainant shall provide their name, unit/lot, and phone number, which shall be logged and retained for future follow-up and becomes part of the case record, which may become a public record. The complainant's name, unit/lot, and phone number will not be verified but will be logged exactly as reported by the complainant. If the complainant does not provide his/her name, unit/lot, and phone number, the complaint shall be logged; however, staff will not inspect the property to verify the complaint and the deed compliance process ends.

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 **2<sup>nd</sup> 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 16<sup>th</sup> day, as identified in the second notification, a site visit is made, photographic evidence taken, and if the violation still exists, a **3<sup>rd</sup> 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 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 Board 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 Board 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 Board 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 Board, 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 Board 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 Board 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 District Board of Supervisors 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 District Board of Supervisors 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 District Board of Supervisors shall require that the Owner reimburse Village Community Development District No. 3 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 Sumter County, Florida.

### **Step 11. Notification of Entry of Order of Enforcement/Claim of Lien and Opportunity to Appeal**

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 Sumter 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 Sumter 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 Sumter 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 Sumter 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 Board 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 Board 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 during regularly scheduled monthly or specially called meetings of the Board.

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 2024-10**

**A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 3, AMENDING AND RESTATING CHAPTER II OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 3'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. 3 ("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 Village Community Development District No. 3, as follows:

1. The Rule to Bring About Deed Compliance within Village Community Development District No. 3 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 9<sup>TH</sup> DAY OF AUGUST, 2024.**

VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT NO. 3

ATTEST:

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Bill Ray, Chairman