EXTERNAL DEED RESTRICTION – STANDARDS DEFINITIONS VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 9

Purpose: The purpose of these External Deed Restriction – Standards Definitions is to 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. 9, 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 closed minimum 13 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

Inoperable Vehicles are vehicles that: (1) are incapable of operation; (2) are not licensed and/or registered; or (3) have a flat or missing tires. Vehicles must be capable of operation and proof of such shall be demonstrated to District staff, upon request.

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. 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

No sign of any kind shall be displayed to public view on a Homesite or any dedicated or reserved area without prior written consent, except customary name and address signs and one sign advertising a property for sale or rent which shall be no larger than twelve (12) inches wide and twelve (12) inches high and which shall be located wholly within the Home and only visible through a window of a Home 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.
- **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.

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) in 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.

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NOTE: Any Repeat Violation may be fined up to \$500 per day.	175	176	177 1	178	179 1	80 181	1 182	196	197			205 2	06 20	07 208	209	210	211 2	12 21'	3 214	215	224 3	25 23	26 22	7 228	3 229	940			943	944 94	5 946	947	948	949	950	a51 C	52 95	3 971	972
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 2.27/10 Window air-conditioners are prohibited and only central 																																							
air-conditioners are permitted.				-																					-	Le.		_					_	-	-	-		_	
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BUSINESS FROM HOMESITE / LOT																																							
■ 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.	-		•	-	•				•	•	•	-			-		•			-	•	-			-														
■ 2.10 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.			•				•		•	•	•	•	• •	• •	-	•	• •	• •	•							_													I
■ 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.																												_	_							_		_	_
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■ 2.22b/5.13 Radios, record players, television, voices and other																																							
sounds are to be kept on a moderate level from 10:00 pm to one (1)																																							
hour before daylight.		-		_			_																			Le.		_				_	_	_	_	_		_	_
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GARBAGE/TRASH																										_													I
4.3b/5.11 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. 4.3c/5.12 Once placed curbside for collection, all																																							
garbage will be contained in plastic bags and placed curbside no																																							
earlier than the day before scheduled pick-up.																																							
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2.16b/5.4 Lawn ornaments are prohibited, except for seasons																																							
displays not exceeding a thirty (30) day duration.		-	•	_								-														Le.		_		-			_	-	_	_		_	
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LIGHTING																				1													+		-				
 2.19 Exterior lighting must be attached to the Home and shaded 								-										-		+													\vdash						
so as not to create a nuisance to others. No other light poles may																				1																			
be erected.																																							
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 2.2 No building or structure shall be constructed, erected, placed 																																					-+					+
or altered on any Homesite until the construction plans and																																										
specifications and a plan showing the location of the building or												1		1																												
structure have been approved by the architectural review																																										
committee. Each Owner shall ensure that any construction of the																																										
Homesite complies with the construction plans for the surface water																																										
management system pursuant to Chapter 40D-4, F.A.C., approved																																										
and on file with the Southwest Florida Water Management District.																																										
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5.1 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 the prior written approval of the plans and																																										
specifications therefor by the Declarant or an architectural review																																										
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■ 2.4 The Home shall be a conventionally built Home and which																																										
must be placed on the Homesite and constructed by the Developer,																																										
or its designee, of a design approved as being harmonious with the development as to color, construction materials, design, size and																																										
other qualities. Each Home must have eave overhangs and gable																																										
overhangs, and all roofing materials shall be approved by the																																										
architectural review committee, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings.																																										
Screen cages over patios and pools are allowed. The home shall																																										
be placed on a Homesite in conformance with the overall plan.																																										
be placed on a Homesite in conformance with the overall plan.																																										
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■ 2.4 There shall be only one Home on each Homesite. 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.															_																											
■ 2.4 There shall be only one Home on each Homesite. All Homes		8								-				-	_			-																			_				_	
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.																																										
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■ 2.4 There shall be only one Home on each Homesite. All Homes																																										
must have garages and be of at least 1050 square feet, exclusive of								1																																		
any garage, storage room, screen room or other non-heated and								1																																		
non-air-conditioned space. All Homes must be constructed with at																																										
least a 4" in 12" rise and run roof pitch.																																										
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MAINTENANCE & MODIFICATIONS (cont'd)																																											
2.5 After the Home has been constructed, no reconstruction.																																											
additions, alterations, or modifications to the Home, or in the																																										1	1
locations and utility connections of the Home will be permitted																																										1	
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except with the written consent of an architectural review																																										1	
committee. No Owner, other than Developer shall undertake any																																										1	
such work without the prior written approval of the plans and																																										1	
specifications thereof by the architectural review committee. The																																										1	
architectural review committee shall grant its approval only in the																																										1	
event the proposed work (a) will benefit and enhance the entire																																										1	
Subdivision in a manner generally consistent with the plan of																																										1	
development thereof and (b) complies with the construction plans																																										1	
for the surface water management system pursuant to Chapter 40D-																																										1	
4, FAC, approved and on file with the District.																																										1	
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2.7/5.22 All Homesites shall remain finished with the same																																										\square	
quantity and style of water-conservative, drought-tolerant sod and																																										1	
landscape as originally provided by the Developer.																																										1	
Notwithstanding: (a) the construction, installation, and maintenance																																										1	
of structures, additions, and other improvements to Owner's Homes																																										1	
or Homesites shall not be deemed a violation of the foregoing																																										1	
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sentence if such improvements and activities are first approved by																																										1	
the Developer, in accordance with the other provisions set forth in																																										1	
this Declaration; and (b) Owners are encouraged to and may add																																										1	
and replace landscape that is more water-conservative and drought-	-																																									1	
tolerant than originally provided; however any such alterations to																																										1	
areas visible from roadways or golf courses must receive prior																																										1	
written approval from the Developer.																																										1	
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■ 2.8 Each Home and Homesite must contain a concrete driveway,						1																																				\square	
and a lamppost must be erected in the front yard of each Homesite.		1		1		1																																			1	1	
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2.9 All outside structures for storage or utility purposes must be																																										1 T	
permanently constructed additions in accordance with Section 2.4		1		1		1																																			1	1	,
and of like construction and permanently attached to the Home.																																										1	
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5.8 No outbuilding, tent, shack, garage, trailer, shed, utility				1																																					1	1	,
building or temporary building of any kind shall be erected, except		1		1		1																																			1	1	
temporarily only for construction purposes.		1		1		1																							_		_	_	_ _	_	. _	1_	1_	l _				1_1	
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NOTE: Any Repeat Violation may be fined up to \$500 per day.	175	176	177	178	179	180	181	182	196	197	198	199	205	206	207	208	209	210	211	212	213	214	215	224	225	226	227	228	229	940	941	942	943	944	945	946	947 9	948 9	49 9	950 9	951 9	52 9	953 9	71 9	72
MAINTENANCE & MODIFICATIONS (cont'd)																																										-			
■ 2.12 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 the unpaved area																																													
between an adjacent roadway or walkway located in the road right																																													
of way and the Owners Homesite. Persons owning Homesites																																													
adjacent to a land use or landscape buffer, or wildlife preserve,																																													
shall have the obligation to mow and maintain all areas between																																													
their Homesite lot line and the land use or 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 land. The Owners of Homesites subject to a Water																																													
Feature Landscaping Easement and Owners of Homesites 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 by the Developer without the																																													
Developer's advance written approval, and will promptly replace all																																													
dead foliage located therein		•					-																						•																
2.12 Additionally, for those Owners of Homesites adjoining																																													
perimeter security walls, gates, or fences originally constructed by																																													
the Developer, Owners shall be responsible for maintenance and																																													1
repairs of the surface & structural integrity of the walls, gates, and																																													
fences adjoining the Owners Homesite whether on the Owners																																													
Homesite or on an adjacent Homesite, reserved area or dedicated																																													
area. Where a wall, gate, or fence adjoins more than one Homesite,																																													
the cost of maintaining and repairing the surface and the structural																																													
integrity of the wall, gate, or fence shall be shared among the																																													
respective Owners served by such wall, gate, or fence. Such																																													
Owners are encouraged to maintain the perimeter of the security																																													
walls, gates, and fences in a cooperative and uniform manner with																																													
the adjacent Homesite Owners so as to present to the public a																																													
uniform and well-maintained appearance of the Subdivision as a																																													
whole. The Homesite Owner must contact the architectural review																																													
committee for paint specifications. Owners of Homesites adjoining																																													
stack block walls, perimeter security walls, landscaped buffers or																																													
fences shall maintain up to such wall, buffer or fence whether or not																																													
such area is within or outside of the Homesite. If an Owner does																																													
not adhere to these regulations, then the work may be performed on	-	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_		I _	_		_	_	_	_	_ [
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MAINTENANCE & MODIFICATIONS (cont'd)		1	-		-	Ť	1		-	-								1	+		_				-		-		-	t i						-		1	\vdash		,Ť†	, ``
■ 7.1 (a) 2 Each Homesite Owner shall be responsible for	-	+	+		+		+		+		+	\rightarrow	-	-		1		1	+	H					-	-	+		+	+				-		+	+	+	\rightarrow	\square	,—+	. —
maintaining in a mowed, edged, neat and clean manner that portion												.							!																				'	1	, F	
of his Homesite not subject to side yard or driveway easements, his												.							!																				'	1	, F	
side yard easement area, driveway easement area and driveway,												.																											'	1	, F	
whether on his Homesite or on an adjacent Homesite, reserved,												.							!																				'	1	, F	
area or dedicated area or the unpaved area between an adjacent												.							!									1		1									'	1	, F	
roadway or walkway located in the road right of way and the												.							!																				'	1	, F	
Owner's Homesite. If an Owner does not adhere to the above												.																											'	1	, F	
regulation, then the work may be performed on behalf of the Owner												.							!																				'	1	, F	
regulation, then the work may be performed on benalt of the Owner and the cost shall be charged to the Owner.												.							!																				'			
 and the cost shall be charged to the Owner. 7.3 & 7.4 Each Owner shall keep his Homesite neat and clean 		+	+		+	-	+		-		+		-+			+	+	+	+	+	-	-	-		+				+-	+	+-+	-		-+-	<u>+-</u>	+-	+-	-	\vdash	-+	<u>, </u>	<u> </u>
and the grass cut and edged at all times and shall also maintain the												.							!																				'	1	, F	,
unpaved area between an adjacent roadway or walkway located in												.							!																				'	1	, F	
the road right of way and the Owner's Homesite. If an Owner does												, ['	1	, F	
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behalf of the Owner and the cost shall be charged to the Owner.												.							!																				'	1	, F	
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■ 7.1 (b) & 2 Each Owner shall paint and keep clean all fences and		1					Τ		T							Τ		T									_											1			,	
walls. The gate on the gate fence or wall shall be maintained by												.							!																				'	1	, F	
the Owner enjoying the use of the adjacent side yard area. Owners												.																											'	1	, F	
shall be responsible for maintenance and repair of the structural												.							!																				'	1	, F	
integrity of all walls and fences serving the Owners Homesites												.							!																				'	1	, F	
whether on the Owner's Homesite or on an adjacent Homesite,												.							!																				'	1	, F	
reserved area, or dedicated are. In addition, the Owners of												ı İ																											'	1	, F	
Homesites 23, 29, 45, 48, 58 and 59 shall clean and paint the												.																											'	1	, F	
exterior portion of the wall or fence upon their Homesites facing the												,																											'	1	, F	
adjoin road right of way or parking area. The Owners of Homesites												.							!																				'	1	, F	
23 and 24 and 29 and 30 shall also clean and paint the interior												.																											'	1	, F	
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portion of the security wall or fence upon and adjacent to the												ı İ																											'	1	, F	
Homesites and shall mow and maintain in a neat and clean manner,												.																											'	1	, F	
the area located between Owners Home sites and the centerline of												.							!																				'	1	, F	
the unpaved right of way adjoining such Homesite. If an Owner												.							!																				'	1	, F	
does not adhere to this regulation, then the work may be performed												ı ['	1	, F	
on behalf of the Owner and the cost shall be charged to the Owner.												.							!																				'	1	, F	
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■ 2.13/5.20 Except as originally constructed by the Developer, no	-	+	-	-	-	-			-		+		-+			-		+	+		-	-		_	-		-		-	+		_			+-	-	-	-	\vdash	\vdash	<u> </u>	
driveways, walkways, cartpaths or access shall be located on or												.																											'	1	, F	
permitted to any road right-of-way, walkways or cart path.												.							!																				'	1	, F	
permitted to any road right-or-way, waikways or care path.			-		-	(m			-				-	•	-	(-				•		a r			•						• r					-		-	
2.14 No building or other improvements shall be made within the			T		T						T							T																							,	
easements reserved by the Developer without prior written												.							!									1		1									'	1	, F	
approval.												.																											'	1	, F	Ĵ
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NOTE: Any Repeat Violation may be fined up to \$500 per day.	175	75 17	176 177	7 17	/8 17	79 1'	80 18	31 18	82 1	196 1'	197 1	198 1	199 2	205 7	206	207 20	208 r	209	210	211	212	213	214	215	224	225	226	227	228	229	94(0 941	942	943	944	945	946	947	948 g	49 95	50 9	ə51 F	952 9	953	971	972
MAINTENANCE & MODIFICATIONS (cont'd)		Γ	I	Γ	T	T	T	T	T	T	I	T	I	T		I																Τ		Τ		1]		T				' <u> </u>	<u>ا_</u> ا	\Box
■ 2.18 No arbor, trellis, gazebo, pergola (or similar item), awning,		T	\top	T	T	T		T	T		T	T	T	T	T	. —	T		Т		,								i T			T	\square		\square					Τ				, _		
fence, barrier, wall or structure of any kind or nature shall be placed																					, I	1 1	1				'		i															, I	1 '	1 1
on the property without prior written approval of the architectural																					, I		l I				1		i	1														, I	1 '	1
review committee.			_ ,	_ _	. ,	_		- I,	_	_	_	_	_	_	_		_	_	_	_	I	1_1					1_1			- 1														, I	1 '	1 1
2.29 If all or any portion of a residence is damaged or destroyed	+-	╀	+-	+-	+-		4-	+-	+	+	+	+	+	+	-	<u>+</u>	+	-+	-+	-	-	┝┻┥	–	┝━┘	-	-	┼┻┙	┝┻┥	┍┻┽	-		+	+		+	-	┝─┼		-+	+	-	+	-	\rightarrow	\square	\square
by fire or other casualty, it shall be the duty of the Owner thereof,																					, I		1				'		i	1						1								, I	1 '	1
with all due diligence, to rebuild, repair, or reconstruct such																					, I		l I				1		i	1						1								, I	1 '	1
residence and walls in a manner which will substantially restore it to	ار																				, I		1				'		+															, I	1 '	1 1
its appearance and condition immediately prior to the casualty.																					, I		l I				1		i	1						1								, I	1 '	1
Reconstruction shall be undertaken within two (2) months after the																					, I		1				1		+	1						1								, I	1 '	1
damage occurs, and shall be completed within eight (8) months																					, I		l I				1		i	1														, I	1 '	1 1
after the damage occurs, unless prevented by governmental																					, I		1				'		i	1						1								, I	1 '	1
authority. Such reconstruction is subject to the provisions of these																					, I		l l				'		i															, I	1 '	1
Restrictions.																					, I		l l				'		i							1								, I	1 '	1
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■ 8 If all or any portion of a residence is damaged or destroyed by	ſ														- I	.					Ī	ΓI	Ī		[Ι	ı [ΓI	i					I]	[]							, I	1 '	T I
fire or other casualty, it shall be the duty of the Owner thereof, with																					, I		i i				1		i	1						1								, I	1 '	1 1
all due diligence, to rebuild, repair, or reconstruct such residence																					, I		1				'		+								11							, I	1 1	1 1
and walls in a manner which will substantially restore it to its																					, I		1				1		i	1														, I	1 '	1 1
appearance and condition immediately prior to the casualty.																					, I	1 1	1				'		i															, I	1 '	1 1
Reconstruction shall be undertaken within two (2) months after the																					, I		1				1		+	1						1								, I	1 '	1 1
damage occurs, and shall be completed within six (6) months after																					, I		l l				1		i															, I	1 '	1
the damage occurs, unless prevented by governmental authority.																					, I		l I				1		i	1						1								, I	1 '	1
Such reconstruction is subject to the provisions of these																					, I	1 1	1				'		i															, I	1 '	1
Restrictions.																													i		۱.							_	_		_	_		, _ I	1 _ '	
 3.1 Easements and rights-of-way shall be confined to a seven and 	4	+	+	+	+	+	+	+	+	+	+	+	+	+	+	. — —	+	\rightarrow	+	\neg	-	\vdash			-	1	┝─╯	\vdash			⊢	+-	-	-	+-	┼╾╵	┝═┼	-+	-		-	-	+	, ≞ +		
one-half (7 1/2) foot width along the rear lines, a ten (10) foot width																					, I	1 1	1				'		i															, I	1 '	1 '
along the front line, and a five (5) foot width along the side lot lines																					, I		l I				1		+	1						1								, I	1 '	1
of every Homesite.																					, I		1				1		+	1						1								, I	1 '	1
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3.2 Developer reserves the right to extend any streets or roads																					, I		1				1		i	1														, I	1 '	1
or to create new streets or roads, but no other person shall extend																					, I		l I				'		+								11							, I	1 2	1 '
any street or create any new street over Homesite and no																					, I		1				1		+	1						1								, I	1 '	1
Homesite may be used as ingress and egress to other property.																					, I	1 1	1				'		i															, I	1 '	1
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NOTE: Any Repeat Violation may be fined up to \$500 per day.	175	176	177	178	170	180	181	182	106	107			205	206	207	208	200	210	211	212	213 2	214	215 1	224 22	5 226	227	228	220	040			0/3 0		5 0/6	047	0/8	010 0	050	051 0	52 0	53 971	072
MAINTENANCE & MODIFICATIONS (cont'd)	175	175		1/5	,	9 100	10	102	130	131	130	185	200	200	201	200	203	210		212	210 2	- 1-4	215 2	224 22	5 225	221	220	223	340	341	542	940 0	144 U-1	5 540	J.4.	540	940	900	551 5	52 50	33 31 1	512
■ 3.3 No owner of the property within the Subdivision may construct										-												-						_										-		_		
or maintain any building, residence, or structure, or undertake or																																										
perform any activity in the wetlands, buffer areas, and upland																																										
conservation areas described in the approved permit or recorded																																										
plat of the Subdivision, unless prior approval is received by the																																										
appropriate governmental agency, or pursuant to Chapter 40D-4,																																										
FAC. 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 SWFWMD 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	-	-	-		-		-		-		-		-	-			-	-	-	-	•	-	-			-		•														
■ 3.3 Owners of Homesites subject to a Special Easement for																				8																				-		
Landscaping, as shown on the Plat or described in section 3.1 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 provisions																																										
of the Development Order and those provisions of the Sumter																																										
County Subdivision regulations requiring Landscaped Buffer areas.																																										
A Dillow with a bath hand and have fitted by a fitter of the second			-	-	-	•	-	-		-		-	-		_		-	-	-	-		-	-	• •		•	•	•	_													
■ 4.3 Homesites both burdened and benefitted by side yard																																										
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Homesites 12, 21, 22, 29, 33, 43 and 44. Homesites benefitted but																																										
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shall be Homesites 1, 18, 33, 37, 40, 41 and 60. Homesites																																										
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Tiomesites 10, 23, 20, 34, 30, 30 and 31.																																										
4.3 Homesites both burdened and benefitted by side yard																																								-		
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NOTE: Any Repeat Violation may be fined up to \$500 per day.	175	176	177	178	179	180	181 1	82 -	196	197			205	206	207 2	18 20	09 21	0 21	1 21:	213	214	215	224	225	226 3	227 2	28 229	94			943	944	945	946 94	17 948	949	950	951 (952 9	953 97	1 972
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shall be Homesites 15, 18, 30, 50, 52, 61 and 80.																																_									
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through 27, 30 through 44, 47 through 59 and 62 through 73.																																									
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shall be Homesites 6, 20, 21, 29, 60 and 61. Homesites benefitted																																									
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MAINTENANCE & MODIFICATIONS (cont'd)																1		1		I T	\Box								, T			i T		í T										,
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 17, 20 through 24, 27 through 33, 36, 37, 40, 42 through 51 and 54 through 61. Homesites burdened but not benefitted by side yard easements shall be Homesites 18, 25, 26, 35, 39, 52 and 53. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 19, 34, 38, 41, 42 and 62.																																												
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 15, 18 through 21, 24 through 37, 40, 41, 44, 47 through 56 and 59 through 68. Homesites burdened but not benefitted by side yard easements shall be Homesites 16, 17, 23, 39, 43, 57 and 58. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 22, 38, 42, 45, 46 and 69.				_																																		-						
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2, 6 through 17, 20 through 23, 28 through 40, 44 through 50, 53 through 62 and 67 through 76. Homesites burdened but not benefitted by side yard easements shall be Homesites 1, 18, 19, 41, 51, 52 and 77. Homesites benefitted but not burdened by side yard easements shall be Homesites 3, 5, 24, 27, 43, 63 and 66.		-																																					-					
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 7, 11 through 24, 29 through 33, 37 through 47, 53 through 62 and 67 through 77. Homesites burdened but not benefitted by side yard easements shall be Homesites 1, 10, 34, 48, 51, 52 and 78. Homesites benefitted but not burdened by side yard easements shall be Homesites 8, 25, 28, 36, 50, 63 and 66.		-																																										
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 14, 17 through 22, 25 through 30, 33, 34, 37, 40 through 47 and 50 through 55. Homesites burdened but not benefitted by side yard easements shall be Homesites 15, 16, 24, 32, 36, 48 and 49. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 23, 31, 35, 38, 39 and 56.																																												
■ 4.3 Homesites both burdened and benefitted by rear side yard easements shall be Homesites 2 through 9, 12, 13, 16 through 21, 26 and 29 through 32. Homesites burdened but not benefitted by rear side yard easements shall be Homesites 1-, 14, 15, 24, 25 and 33. Homesites benefitted but not burdened by rear side yard easements shall be Homesites 1, 11, 22, 23, 27 and 28.																																												

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NOTE: Any Repeat Violation may be fined up to \$500 per day.	175	5 17	6 17	7 1	78 17	79 1	80 18	81 18	2 19	6 19	7 198			206	207	208	209 2	210	211 212	2 213	214	215	224 22	25 226	3 227	228	229				943 9	44 94	5 946	6 947	948 9	49 95	0 95'	1 952	953 97	1 972
MAINTENANCE & MODIFICATIONS (cont'd)			-		-							1																					-				-			-
4.3 Homesites both burdened and benefitted by side yard																																								-
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■ 4.3 Homesites both burdened and benefitted by rear side yard		8										8																											<u> </u>	-
easements shall be Homesites 2 through 9, 12, 13, 16 through 21,																																								
26 and 29 through 32. Homesites burdened but not benefitted by																																								
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easements shall be Homesites 1, 11, 22, 23, 27 and 28.									_				_					-																	\vdash			+	┢──┟──	
■ 4.4a Easements for the installation and maintenance of																																								
underground utilities, cable television, sanitary and storm drainage																																								
facilities, landscaping and wall fencing, are hereby reserved over																																								
reserved or dedicated areas, 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.																																								
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4.4a Easements for the installation and maintenance of		8										8																_					_				-			
underground utilities, cable television, sanitary and storm drainage																																								
facilities, landscaping and wall fencing, 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 the side lot lines of each Homesite.																																								
1/2 leet and 5 leet along the side lot lines of each nomesite.																																								
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4.4b Easements for the installation and maintenance of wall and																																			1 1				1	
fencing and easements for the installation and maintenance of a																																								
storm water runoff drainage system are hereby reserved over a																																								
strip of land five feet (5) wide running along the rear Homesite lot																																								
line of each Homesite in the Subdivision, together with that portion																																								
of each Homesite actually occupied by side fence wall, gate fence																																			1 1				1	
walls, security walls, and the storm water runoff drainage system.																																			1					
Such easements along the rear Homesite lot line shall also permit a																																			1					
community development district to enter upon such easement area																																			1					
to maintain the security wall on the Homesite or the adjoining																																			1 1				1	
property. Easements for the installation and maintenance of utilities																																			1					
is hereby granted to the providers of those utilities over and upon a													1																						1					
five (5) foot strip of land within each Homesite, running along the																																			1				1	
front Homesite lot line													1																											
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MAINTENANCE & MODIFICATIONS (cont'd)																																										
■ 4.4b 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.																																										
■ 4.4b 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 distrub the grading of the easement area or otherwise act with respect to the easement in any manner which would damage the servient tenement.																																										
a.4.c Homesites both burdened and benefitted by driveway easements shall be Homesites 2 throug 9, 12, 13, 16 through 21, 26 and 29 through 32. Homesites burdened but not benefitted by driveway easements shall be Homesites 1, 11, 22, 23, 27 and 28. Homesites benefitted but not burdened by driveway easements shall be Homesites 10, 14, 15, 24, 25 and 33. There shall exist for the benefit and use of the dominant tenement a perpetual easement for ingress and egress over and upon the servient tenement for the limited purpose of allowing the dominant tenement to access his side vard and side vard easement through the front gate for the server the service of the dominant tenement to access his side vard and side vard easement through the front gate force wall.																																										
 ■ 4.4c No dwelling unit or other structure of any kind other than the aforementioned 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 Homesite. Equipment for pool or spa operation may be placed in the easement however. 																																										
■ 5.7 No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Homesite, except for any fencing originally constructed by the Developer. In order to maintain a visible roadway, no bush, shrub, tree, or other similar plant may be placed within the road right-of-way.																																										
■ 5.8 No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. 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 of the architectural review committee.																																										
■ 5.8 No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. Clear (non-colored) concrete and driveway coatings are permitted. No colored coatings are permitted without the prior written consent of the architectural review committee.																																				-						
■ 5.9 Nothing shall be altered in, constructed on, or removed from any dedicated or reserved areas except on the written consent of the Developer. Landscaping maintenance in the dedicated or reserved areas shall be the duty of the District and no other person shall attempt to alter or maintain it.																																				-						
■ 5.16 Individual mailboxes may not be located upon a Homesite.															•			•																					-28	.,		-

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NOTE: Any Repeat Violation may be fined up to \$500 per day.	175	176	177 1	78 17	9 180 1	181 18	82 196	197	198	199	205 2	06 207	7 208	209	210 21	11 21:	2 213	214	215 2	24 225	226	227 2	228 229	94	0 941	942	943	944 94	5 946	947 9	948 949	9 950	951 9	952 9	53 97	972
5.19 Each Owner shall ensure that any construction on the																																				
Homesite complies with the construction plans for the surface water																																				
management system pursuant to Chapter 40D-4, F.A.C., approved																																				
and on file with the Southwest Florida Water Management District																																				
(SWFWMD). No Owner of property within the subdivision may																																				
construct or maintain any building, residence, or structure, or																																				
undertake or perform any activity in the wetlands, mitigation areas,																																				
buffer areas, and upland conservation areas described in the																																				
approved permit and recorded plat of the Subdivision, unless prior																																				
written approval is received from the SWFWMD pursuant to																																				
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MAINTENANCE & MODIFICATIONS (cont'd)																																											
6.1 Private wells are prohibited.																																											-
6.2 Owners are prohibited from utilizing or constructing private																															Ĩ												
wells or other sources of irrigation water within the Subdivision.			-				-		-	-	-									-		-	-	-	-	-	•	•		-		-	•	-	-	-			-		-	i 🖬 '	1
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38 through 40, 43, 44, 47 through 49 and 55 through 64 shall not be																																											
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MAINTENANCE & MODIFICATIONS (cont'd) • 7.1b Owners shall be responsible for maintenance and repair of the structural integrity of all walls and fences serving the Owners' Homesites whether on the Owner's Homesite or on an adjacent Homesite, reserved area, or dedicated area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repair the structural integrity of the wall or fence shall be shared among the respective Owners served by such wall. In addition Owners of Homesites 12, 22, 28, 33, 36, 43, 44 and 50 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 12 and 13, 21 and 22 and 28 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesites and shall mow and maintain in a neat																																											
and clean manner, the area located between such Owner's Homesites and the centerline of the unpaved right of way adjoining such Homesites. 7.2 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.																																											
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MAINTENANCE & MODIFICATIONS (cont'd)	175	170 1		10 1		100 1	51 10	12 18			,5 19	.5 20	200	201	200	203	210		.12 21	10 21	-7 213	224	220	220		20 223	 -0 94	. 942	- 343	344	340	340 8		-10 348	, 330	331	332	555 97	. 97.
 7.1b For those Owners of Homesites adjoining perimeter security walls or fences originally constructed by the Developer including, but not limited to Owners of Homesites 18 through 41, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and fences adjoining the Owners Homesite whether on the Owners Home site or on an adjacent Homesite, reserved area or dedicated area. Where a wall or fence adjoining more than one Homesite or on an adjacent Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall or fence. 7.4 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. 																																							
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 MAINTENANCE & MODIFICATIONS (cont'd) 7.1b Owners shall be responsible for maintenance and repair of the structural integrity of all walls and fences serving the Owners' Homesites whether on the Owner's Homesite or on an adjacent Homesite, reserved area, or dedicated area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repair the structural integrity of the wall or fence shall be shared among the respective Owners served by such wall. In addition Owners of Homesites 12, 18, 30, 31, 40, 55, 58, 65, 87, 145, 148, 151, 152, 155, 156, 162, 163, 170, 171, 177, 179, 186, 187, 189, 190, 193, 194, 205, 206, 217, 218, 226, 227, 235, 236, 244, 245, 253, 264, 261, 262, 268, 269, 274, 275, 278, 279, 281, 282, 283, 296, 299, 313 and 315 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 11 and 12, 18 and 19, 40 and 41, 64 and 65, 83 and 84 and 144 and 145 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesites and shall mow and maintain in a neat and clean manner, the area located between such Owner's Homesites. 7.2 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. 																																								
■ 7.1b Owners shall be responsible for all wall and/or fence maintenance. Subject to these restrictions, each Owner shall paint and keep clean all fences and walls. The gate on the gate fence or 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/or fences serving the Owners' Homesites whether on the Owner's Homesite or on an adjacent Homesite, reserved area, or dedicated area. Where a wall and/or fence serves more than one Homesite, the cost of maintaining and repairing the structural integrity of the wall and/or fence. Owners of Homesites that adjoin a roadway within the Subdivision, in addition to maintaining the interior of such wall on fence. The exterior surface and structural integrity of the wall and/or fence. The exterior surface and structural integrity of the wall and/or fence. The exterior surface and structural integrity of the wall and/or fence. The exterior surface and structural integrity of the wall and/or fence. The exterior surface and structural integrity of the wall and/or fence. The exterior surface and structural integrity of the wall and/or fence. The exterior surface and structural integrity of the wall and/or fence. The exterior surface and structural integrity of the wall and/or fence. The exterior surface and structural integrity of the wall and/or fence. The work may be performed on babalf of the Owner and the cost shall be charged to the Owner.																																								
■ 7.1b The Owners of Homesites 10 and 11 shall clean and paint the interior portion of the security wall and/or fence upon and adjacent to the Homesites to the centerline of the southwesterly portion of Resmondo Road, centerline of the unpaved right of way adjoining such Homesites; The Owners of Homesites 14 and 15 shall clean and paint the interior portion of the security wall and/or fence upon and adjacent to the Homesites to the centerline of the westerly portion of Wartinbee Lane, and shall mow and maintain in a neat and clean manner, the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. ■ 7.2 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																																								

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NOTE: Any Repeat Violation may be fined up to \$500 per day.	175	176 17	7 17	8 179	180	181 18	82 1	96 19	97 19	8 199	205	206	207	208 2	209 21	0 21	1 212	213	214	215 2	224 2	225 22	26 22	27 22	8 229	94	941	942	943	944 94	5 946	947	948	949 95	50 95	51 95	2 953	971	972
7.1b The Owners of Homesites 24 and 25 shall clean and paint																																							,
the interior portion of the security wall and/or fence upon and																																							
adjacent to the Homesites to the centerline of the northerly portion																																							
of Resmondo Road, and shall mow and maintain in a neat and																																							
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Homesites. Owners of Homesites on the perimeter of the																																							
Subdivision who must maintain the exterior of the fence on their																																							
Homesites are encouraged to do so in a cooperative and uniform																																							. 17
manner with other adjacent Homesite Owners so as to present to																																							
the public a uniform well maintained appearance of the Subdivision																																							. 17
as a whole. ■ 7.2 If an Owner does not adhere to the above																																							
regulations, then the work may be performed on behalf of the																																							. 17
Owner and the cost shall be charged to the Owner									_							_									_	-	_										_		
■ 7.1b All gates, walls and fences must be of a uniform color and																																							. 17
type of paint. Owners intending to paint must contact the Declarant																										1	_	_	_		_		_		_	_		_	I I
or the District for paint specifications.																									-	12	-	-	-	-		-	-	-	•		_	-	
and the grass cut and edged at all times and shall also maintain the																																							. 17
unpaved area between an adjacent roadway or walkway located in																																							. 17
the road right of way and the Owner's Homesite. If an Owner does																																							. 17
not adhere to the above regulations, then the work may be																																							
performed on behalf of the Owner and the cost shall be charged to																																							
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ule Owner.																														_						_			
■ 7.3 and 4 Each 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																																							
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MAINTENANCE & MODIFICATIONS (cont'd)												200	200						2						'	2				0					540		000		552			-
10.1 No Owner shall make any structural alteration, or shall																																		-							-	
undertake any exterior repainting or repair of, or addition to his																																						1				
residence, which would substantially alter the exterior appearance																																						1				
thereof, without the prior written approval of the plans and																																						1				
specifications therefore by the Architectural Review Committee																																						1				
(ARC). The ARC shall grant its approval only in the event the																																						1				
proposed work (a) will benefit and enhance the entire Subdivision in																																						1				
a manner generally consistent with the plan of development thereof	•																																					1				
and (b) complies with the construction plans for the surface water																																						1				
management system pursuant to Chapter 40D-4, F.A.C., approved																																						1				
and on file with the Southwest Florida Water Management District.																																						1				
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Fines																																										
Mowing, (which includes weeding) edging																																										
1st and subsequent remediation actions per Order of								_				-		\vdash									+					_			_			+	-	-		┢──┤		+	+	4
Enforcement																																						1				
\$250.00																																										
Pressure washing / trimming of hedges/shrubbery																																										
\$150 per hour																																				1						
Actual cost of maintenance plus \$100 administrative fee																																										
															_																			-							-	
If unable to maintain due to hinderance - mowing, edging, weeding,															_																			+				\vdash			+	
pressure washing, triming of hedges/shrubbery - \$150 initial fine,																																						1				
\$50 per day of continued violation																																						1				
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All other infractions of Maintenance and													-		_																			-							-	
Modification restrictions															_		8																	-	8			\vdash			-	
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OUTSIDE ANIMALS																							_				_							_		_		\vdash			_	_
■ 5.6 No livestock, or poultry of any kind shall be raised, bred or																																						1				
kept on any Homesite or on dedicated or reserved areas.	-	-			-		•	_						-	•		-	•			_ _		-		_			•										-				
Fines per day of con't viol.	-	-	-	-	-	-	-	-			-	-	-		-		-	-	-		-		-	-	-	-		-	-	-				_	-	_	-	⊢=+	-			
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SIGNS																											_							_				\vdash			_	
■ 2.16/5.4 No sign of any kind shall be displayed to public view on																																						1				
a Homesite or any dedicated or reserved area without prior written																																						1				
consent, except customary name and address signs and one sign																																						1				
advertising a property for sale or rent which shall be no larger than																																						1				
twelve (12) inches wide and twelve (12) inches high and which shall	1																																					1				
be located wholly within the Home and only visible through a																																						1				
window of the Home.	-	-		-	-	-	_	_						-	_	_	-	-			_ .			_	-		_	_	-	_					_		_	-	-			_
Fines per day of con't viol.	-		-	-	-	-	-	-			-		+-	\vdash	-		-	-			- -				-									+-				H	-			-11
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TRUCKS/ RVs/ PARKING								-+					-	\vdash	-													-					-	+		1		\vdash		-+	+	-
■ 2.9b No trucks in excess of 3/4 ton size, boats, or recreational						_								\vdash																				+			-	┢──┤		+	+	-
vehicles shall be parked, stored or otherwise remain on any																																						1				
Homesite or street, except for (a) service vehicles located thereon on a temporary basis while performing a service for a resident or (b)																																						1				
vehicles fully enclosed in garages located on the Homesite. No	'																																					1				
vehicles incapable of operation shall be stored on any Homesite. No	r																																					1				
shall any junk vehicles or equipment be kept on any Homesite.	1				-	-	-	-						-																												
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NOTE: Any Repeat Violation may be fined up to \$500 per day.	175	176 1	77 1	178 1	179 1	180 1	181 1	182	196	197 1	98 1	99 2	05 20	6 207	208	209	210	211	212	213 2	214 2	215 2	24 2	25 2	26 22	27 22	3 229	9	40 9	41 94	2 94	3 944	4 945	5 946	6 947	948	949	950	951	952	953 9	971 9) 72
 2.21 Temporary parking depicted on the plat of the Subdivision is not for the Owner's use but is for the use of Owner's invitees and guests. 																													•							-	-	-		-		•	-
9 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 dedicated or reserved areas, except for emergency repairs, and then only to the extent necessary to enable movement thereat to a proper repair facility.																																											
Fines																																											
Inoperable vehicle or equipment																																											
Fines per day of con't viol.																																											
\$150.00 - \$50.00																																											
All other infractions of Trucks/RV/Parking restrictions: Fines per day of con't viol.																																									_		
\$150.00 \$50.00																																											
USES OF PROPERTY																																											
2.22a/5.13 Each owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property.	-					-		•	-							-			_		-																-	-				-	
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RULES OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 9

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. 9 ("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) <u>Compliance Mechanisms</u> the method(s) of bringing about compliance with the Deed Restrictions.
- (ii) <u>Deed Restrictions</u> 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) <u>Homesite and/or Lot</u> 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) <u>Order of Enforcement</u> 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) <u>Owner</u> 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 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.
- upon conclusion of all testimony and submitted evidence, the Board, (iii) 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. 9.

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

HISTORY: New

Amended and Restated February 16, 2017 Amended and Restated July 14, 2022 Amended and Restated October 19, 2023 Amended and Restated August 11, 2024

Appendix B

Procedures for Compliance Of External Deed Restrictions and Schedule for Fines for Village Community Development District No. 9

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 9. If the complainant does not provide his/her unit number, or the unit does not reside in District 9, 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.
 - A prescribed time allotment to remedy the violation which shall be between 3 and 15 business days depending on the type of violation.
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 - 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 complianant 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**nd 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, 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 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. If the violation 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. 9 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

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 bring the property into compliance with the District's Rule. Such maintenance may include: (a) pressure washing a home, driveway, walkway, fences, or walls; and/or (b) trimming hedges and shrubbery off the soffit and/or rain gutters of the home, and entry to the front door. 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

Α RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 9, AMENDING AND RESTATING CHAPTER II OF VILLAGE COMMUNITY **DEVELOPMENT DISTRICT NO. 9'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. 9 ("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 11, 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. 9, as follows:

- 1. The Rule to Bring About Deed Compliance within Village Community Development District No. 9 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 11TH DAY OF AUGUST, 2024.

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 9

Jack Reimer, Chairman

ATTEST:

Secretary