

**EXTERNAL DEED RESTRICTION DEFINITIONS AND
INTERPRETATIONS
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 7**

Purpose: The purpose of these External Deed Restriction Definitions and Interpretations is to assist in the application of the Declaration of Restrictions for those properties located within the boundaries of the Village Community Development District No. 7 ("District") the adopted Rule to Bring About Deed Compliance ("Rule") relating to the exterior appearance or use of real property within its the boundaries.

Alterations, Modifications and Changes

Interpretation: The District is responsible for approving alterations, changes or modifications to Homesites and the exterior appearance and structure of the home. No change should be made to the homesite or home without first gaining 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, re-paintings and room additions to the home. The District approval may be via an Architectural Review Committee (ARC).

Community Standards Department

Definition: The department responsible to carry out deed compliance for certain exterior deed restrictions as described in the Rule.

Complainant

Definition: An individual who makes a complaint and puts the deed compliance procedure into motion.

Deed Compliance Staff

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

Deed Restrictions

Definition: Are those deed restrictions adopted by the Rule.

Fence

Definition: A fence may include but is not limited to a vertical structure or a dividing instrumentality.

Garbage/Trash

Interpretation: All household waste should be placed in a sealed tall kitchen bag or a 20-30 gallon trash bag (any color). All materials can be placed in the same bag. The trash bags should be placed together at the end of the driveway. Each bag should weigh no more than forty (40) pounds. Bags must be placed for collection before 6 AM on your collection day or the night before (no sooner than 5 PM). Collection times may vary. This criterion can change, please check with your trash service provider. Items that are too large to be collected by the compactor trucks

can be scheduled in advance by calling for a bulk pick up. There will be a charge added to your utilities and amenities bill each time a bulk pick up is requested. For residents north of SR 44, please call 352-748-0109. For residents south of SR 44, please call 352-750-0000.

Hedges

Definition: Hedges are a contiguous grouping of shrubs.

Homesite and/or Lot

Definition: Shall mean and refer to any plot of land shown upon a plat that 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

Definition: Vehicles incapable of operation, vehicles that are not licensed and/or registered, or a vehicle with flat or missing tires. Vehicles must be capable of operation and proof of such shall be demonstrated to District staff, upon request.

Lawn

Definition: Areas that are mulched, concreted, sodded, rocked, landscaped, bare earth or any other material outside the structure (footprint) of the home.

Lawn Ornaments

Definition: Lawn ornaments, or yard art, generally refer to manmade decorative objects located anywhere outside the structure or footprint of the home. The following is intended as a partial reference list of lawn ornaments: any man-made 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.

Interpretation: 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.

Maintenance

Definition: Maintenance shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, lawns and other related improvements and fixtures in good condition.

Interpretation: Homes and lots are expected to be kept free of external unused items, junk, construction material and other debris. Each home is to have either a paved or concrete driveway. Where appropriate, if concrete and driveway coatings are permitted, that design should be harmonious with the subdivision and the coating match the exterior of the home.

Maintenance of Landscaping

Definition: 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.

Interpretation: The Rule's requirement to mow includes the requirement to weed. Grass is overgrown when any portion exceeds 8" in height, 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 others may be used and shall be void of any bare or dead spots approximately 1 ½ ft 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.

Owner

Definition: 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.

Painting

Interpretation:

Homes

- Architectural approval is not required if the chosen color is the color at time of construction, a color included on the current District approved color palette or is a color within the hue range of the palette.
- Architectural approval is required if the chosen color is not on the current District approved color palette or within the approved hue range.
- Only solid colors that are harmonious with the surrounding neighborhood and will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development shall be approved by the ARC.
- The bottom three (3) rows of the of color palettes 1, 2, & 3 are not permitted for base home colors selection. The bottom three (3) rows may be utilized as trim and accent colors only.

Courtyard Villas and Patio Villas

- Architectural approval is not required if the chosen color is the color at time of construction, however, if the color is not the originally constructed color, then ARC approval is required. Please refer to District 7s ARC Manual for full guidelines.

Signs

Interpretation: 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 house.
- **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

Interpretation: No trucks in excess of 3/4 ton size*, boats, or recreational vehicles shall be parked, stored, or otherwise remain on any Homesite 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 Homesite.

*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.

- Due to the 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 does not constitute parking:

- **Recreational Vehicles.** A recreational vehicle is often abbreviated as an RV. An 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**, making minor repairs such as flat tire repair, tire inflation, or detailing; however, under no conditions shall major vehicular repairs be made in the driveway.

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #7

NOTE: Any Repeat Violation may be fined up to \$500 per day.	UNIT																VILLAS																				
	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	172	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	800	801		
MAINTENANCE & MODIFICATIONS (cont'd)																																					
<p>■ 2.5 After the Home has been constructed, no reconstruction, additions, alterations, or modifications to the Home, or in the locations and utility connections of the Home will be permitted except with the written consent of an architectural review committee. No Owner, shall undertake any such work without the prior written approval of the plans and specifications thereof an architectural review committee. The architectural review committee shall grant its approval only in the event the proposed work (a) will benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development thereof and (b) complies with the construction plans for the surface water management system pursuant to Chapter 40D-4, FAC approved and on file with the District.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																					
<p>■ 2.7/2.8a In an effort to protect limited natural resources, all Homesites shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by the Developer. Notwithstanding, Owners are encouraged to and may add landscape that is more water-conservative and drought-tolerant than originally provided, however, any such alterations to areas visible from roadways or golf courses must receive prior written approval from the architectural review committee. Each Home and Homesite must contain a concrete driveway, and a lamppost must be erected in the front yard of each Homesite.</p>	■	■	■	■	■	■	■	■	■		■	■																									
<p>■ 2.7 Each Home and Homesite must contain a concrete driveway, the lawn must be sodded, and a lamppost erected in the front yard of each Homesite. To qualify as sodded, at least 51% of the yard area visible from all adjacent roadways and golf courses must be sodded.</p>										■	■			■	■	■																					
<p>■ 2.8a/2.9a All outside structures for storage or utility purposes must be permanently constructed additions in accordance with Section 2.4 and of like construction and permanently attached to the Home.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																					
<p>■ 2.11a/2.12a 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. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																					

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<p>■ 3.1 Easements and rights-of-way shall be confined to a seven and one-half (7½) foot width along the rear lines, a ten (10) foot width along the front line, and a five (5) foot width along the side lot lines of every Homesite except that such easements along the rear lot lines of Homesites 169 through 184 shall be ten (10) feet in width, and except that such easements along the rear lot lines of Homesites, 52,53,63,64,70,71,75, 76,77,81,82, and 83 shall be twenty (20) feet in width.</p>	■																																			

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MAINTENANCE & MODIFICATIONS (cont'd)																																					
■ 3.1 Easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a ten (10) foot width along the front line, and a five (5) foot width along the side lot lines of every Homesite, except that Homesites 66 through 69 shall have a fifteen (15) foot wide easement along the rear lines.				■																																	
■ 3.1 Easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a ten (10) foot width along the front line, and a five (5) foot width along the side lot lines of every Homesite, except for Homesites 1 through 8 shall have a ten (10) foot width easement along the rear lines and Homesite 296 shall have a ten (10) foot width easement along the side lot line.										■																											
■ 3.1 Easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a ten (10) foot width along the front line, and a five (5) foot width along the side lot lines of every Homesite, except for Homesites 74 through 81, inclusive, which shall have a ten (10) foot width along the rear lines.												■																									
■ 3.1 Easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines, a ten (10) foot width along the front line, and a five (5) foot width along the side lot lines of every Homesite.		■	■		■	■	■	■	■		■		■	■	■	■	■																				
■ 3.2 Developer reserves the right to extend any streets or roads or to create new streets or roads, but no other person shall extend any street or create any new street over Homesite and no Homesite may be used as ingress and egress to other property.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																				
■ 3.3a 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 Southwest Florida Water Management District and if such maintenance of designated flow paths is not properly undertaken by Owner, then the District may enter onto the Homesite and reconstruct the intended flow pattern and assess the Owner for such expense.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																				
■ 3.3b Owners of Homesites subject to a Special Easement for 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 provision of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																				

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MAINTENANCE & MODIFICATIONS (cont'd)																																					
■ 4.4 Individual mailboxes may not be located upon a Homesite.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																				
■ 4.4a Easements for 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 or interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Homesite and all improvements therein shall be continuously maintained by the Owner of such Homesite, except for improvements for maintenance of which a public authority or utility company is responsible.																		■		■				■	■			■	■	■	■	■	■	■	■	■	■
■ 4.4a Easements for installation and maintenance of underground utilities, cable television, and sanitary sewer and storm drainage facilities, are hereby reserved over reserved or dedicated areas and over the rear 7½ feet, the front 7½ feet, and 5 feet along the side lot lines of each Homesite. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Homesite and all improvements therein shall be continuously maintained by the Owner of such Homesite, except for improvements for maintenance of which a public authority or utility company is responsible.																				■		■	■			■	■										
■ 4.4b Easements for the installation and maintenance of wall and 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 walls and gate fence walls and the storm water runoff drainage system. Such easements along the rear Homesite lot line shall also permit a community development district to enter upon such easement area to maintain the security wall on the Homesite or the adjoining property. Easements for the installation and maintenance of utilities is hereby granted to the providers of those utilities over and upon a five (5) foot strip of land within each Homesite, running along the front Homesite lot line.																																					

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MAINTENANCE & MODIFICATIONS (cont'd)																																					
■ 4.4b No dwelling unit or other structure of any kind, including fencing shall be built, erected, or maintained on any such easement either created in this Declaration or as shown on the plat, or by reservation or right of way, except that patios and walks may be constructed by the dominant tenement over the easements reserved over the strip of land running along the side Homesite lot line of each Homesite, and also except for the white picket fence as originally constructed by the Declarant. Such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.																																					
■ 4.4c No dwelling unit or other structure of any kind 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 within the easement.																																					
■ 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 Declarant. In order to maintain a visible roadway, no bush, shrub, tree, or other similar plant may be placed within the road right-of-way. Concrete and driveway coatings are permitted providing that the design is harmonious with the Subdivision and that such coating is the same color as the home. No ingress or egress to or from any Homesite is permitted except pursuant to such driveways and sidewalks as originally constructed by Declarant.																																					
■ 5.7 No fence, hedge, wall, or dividing instrumentality shall be constructed or maintained on any Homesite except the Declarant and the transferees of Declarant may construct fences in accordance with existing architectural plans. In order to maintain a visible roadway, no bush, shrub, tree, or other similar plant may be placed within the road right-of-way. No ingress or egress to or from any Homesite is permitted except pursuant to such driveways and sidewalks as originally constructed by Declarant.																																					
■ 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.																																					

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<p>■ 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 Declarant, its designee, or an architectural review committee appointed by Declarant or Declarant's designee.</p>																																				

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MAINTENANCE & MODIFICATIONS (cont'd)																																				
■ 5.16 Individual mailboxes may not be located upon a Homesite.																		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
■ 5.18/5.19 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, FAC, 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 approval is received from SWFWMD pursuant to Chapter 40D-4 FAC.																		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
■ 5.19/5.20 Except as originally constructed by the Developer, no driveways, walkways, cart paths or access shall be located on or permitted to any road right-of-way, walkways or cart path.																		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
■ 5.21/5.22 In an effort to protect limited natural resources, all Homesites shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by the Developer. Notwithstanding, Owners are encouraged to and may add landscape that is more water-conservative and drought tolerant than originally provided, however, any such alterations to areas visible from roadways or golf courses must receive prior written approval from the architectural review committee.																				■		■		■	■	■	■	■	■	■	■	■	■	■	■	■
■ 6.2 Owners are prohibited from utilizing or constructing private wells or other sources of irrigation water within the Subdivision.																		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
■ 7.1 Where a wall or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall of fence shall be shared among the respective Owners served by such wall or fence. Such Owners are encouraged to maintain the perimeter security walls 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.																		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

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MAINTENANCE & MODIFICATIONS (cont'd)																																					
<p>■ 7.1b 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. Owner shall be responsible for maintenance and repair of the structural integrity of all walls and fences serving the owners Homesites whether on the owners Homesite or on an adjacent Homesite, common area or dedicated area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repairing the structural integrity of the wall or fence shall be shared among the respective owners served by such wall. Owners of Homesites on the perimeter who must maintain the exterior of the fence on their Homesites are encouraged to do so in a cooperative and uniform manner with their adjacent Homesite Owners so as to present to the public a uniform well maintained appearance as a whole. All gates, walls and fences must be of a uniform color and type of paint. Owners intending to paint must contact the District for paint specifications. If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.</p>																																					
<p>■ 7.1b In addition, the Owners of Homesites 12, 25, 36, 48, 49, 61 and 62 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 25, 26, 35, 62, 75 and 76 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.</p>																																					
<p>■ 7.1b In addition, the Owners of Homesites 19, 29, 40, 45, 48, 60, 61 and 72 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 19, 20, 28, 29, 40, and 41 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.</p>																																					
<p>■ 7.1b In addition, the Owners of Homesites 13, 25, 33, 38, 42, 59, 60, 73, 81, 82, 90, 91 and 92 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 25, 26, 33, 34, 37, 38, 72, and 91 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.</p>																																					

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<p>■ 7.1b In addition, the Owners of Homesites 21, 27, 38, 39, 49, 50 and 58 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 10, 11, 20, 21, 26 and 27 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.</p>	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	172	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	800	801		

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	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	172	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	800	801		
MAINTENANCE & MODIFICATIONS (cont'd)																																					
■ 7.1b In addition, the Owners of Homesites 1, 8, 13, 16, 22, 23, 30, 31, 39, 40, 48, 63 and 69 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 7, 8, 12, 40, 48, 49, 63 and 64 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. 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 In addition, the Owners of Homesites 16, 33, 39, 48, 49, 59 and 60 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 16, 17, 25, 26, 33 and 34 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. 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 In addition, the Owners of Homesites 3, 8, 19, 25, 43, 44 and 51 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 7, 8, 18, 19, 24 and 25 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. 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 In addition, the Owners of Homesites 23, 38 and 52 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 17, 18, 22, 53, 70 and 71 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. 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 In addition, the Owners of Homesites 3, 7, 20, 46, 57, 58 and 70 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 6, 7, 20, 21, 30 and 31 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. 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 In addition, the Owners of Homesites 1, 9, 15, 31, 40, 49 and 61 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 8, 9, 14, 15, 31 and 32 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. 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.																																					

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #7

NOTE: Any Repeat Violation may be fined up to \$500 per day.	UNIT																VILLAS																			
	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	172	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	800	801	
All other infractions of Maintenance and																																				
Modification restrictions																																				
Per day of con't viol.																																				
\$150.00 \$50.00																																				

**RULES OF THE
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 7**

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. 7 (“District”) and in conjunction with the requirements of the law. Pursuant to §190.012(4), Florida Statutes, (“Statute”), the District is authorized to enforce certain deed restrictions within its boundaries in accordance with the Statute and upon adoption of this rule, The Rule to Bring About Deed Compliance, which includes Appendix A and B (“Rule”). The District may by resolution adopt standards by which this Rule may be interpreted.

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

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

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

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

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

- (i) Compliance Mechanisms - the method(s) of bringing about compliance with the Deed Restrictions.
- (ii) Deed Restrictions - means those covenants, conditions, restrictions, compliance mechanisms and enforcement remedies contained in

any applicable declarations of covenants and restrictions that govern the use and operation of real property within the District and are subject to consideration per the Statute for adoption by this Rule that may be enforced by the District.

- (iii) Homesite and/or Lot - shall mean and refer to any plot of land shown upon a plat which bears a numerical designation, but shall not include tracts or other areas not intended for a residence within the District's boundaries. The terms "Homesite" and "Lot" are used interchangeably.
- (iv) Order of Enforcement – the final document issued by the Board at the conclusion of the deed compliance Public Hearing consisting of findings of fact, conclusions of law, the required corrective actions and fine imposition, if any.
- (v) Owner - shall mean the record owner, whether one or more persons or entities, of fee simple title to any Homesite which is subject to the Deed Restrictions.

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

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. Such Compliance Mechanisms include but are not limited to:

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

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

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

- (i) the Owner shall be allowed to present testimony, evidence and witnesses on their behalf, and cross examine witnesses in regard to the allegations, fines and charges against the Owner.
- (ii) parties that will be substantially and directly affected by the outcome of the Board's decision shall be heard.
- (iii) upon conclusion of all testimony and submitted evidence, the Board, taking into consideration staff's recommendation, shall determine whether the Owner is in violation of the Rule. If the Board finds

that the Owner is in violation of the Rule, the Board shall issue an Order of Enforcement. The Order of Enforcement shall include a finding regarding non-compliance, provide a reasonable time for the Owner to come into compliance with the Rule, impose fines, if any, and require reimbursement of the District's attorneys' fees and costs, in accordance with the adopted fine schedule. The 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. 7.

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

HISTORY: New March 21, 2014
Amended and Restated February 9, 2017
Amended and Restated December 10, 2020
Amended and Restated August 17, 2022

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Appendix B

Procedures for Compliance Of External Deed Restrictions and Schedule for Fines for Village Community Development District No. 7

I. PURPOSE AND INTENT:

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

II. PROCEDURE FOR COMPLIANCE:

Step 1. Complaints

Complaints of possible Rule violations may be made by residents or any other person. Complaints may be received by phone, fax, mail, electronic mail, or in person. When a complaint is received there will be a limit to the number of properties being reported. Staff will only accept complaint(s) on one property per method of communication (phone call, fax, mail, electronic mail or in person).

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.

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 Re-Occurring and Repeat Violations, which are discussed below, all three of the following activities, if necessary, occur within three (3) business days or as soon as possible:

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

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

Step 4. Second Notification

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

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

- vi. Requirement to call the office once complete for verification of compliance.

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

Step 5. Third Notification / Notice of Public Hearing

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

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

Step 6. Notification for Re-Occurring Violations

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

Step 7. Notification for Repeat Violations

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

Step 8. Enforcement

If the property is still in violation two (2) days prior to the noticed Public Hearing, as indicated in the third notification or if it is a repeat violation, the Public Hearing will take place as noticed. At the Public Hearing the District Board of Supervisors considers evidence and testimony related to the violation from the Owner, District staff and parties that will be substantially and directly affected by the outcome of the Board of Supervisors' decision. The District Board of Supervisors may render a decision to dismiss the case, grant a continuance, find the Owner in violation of the Rule, provide a reasonable time to come into compliance, impose fines, order continued maintenance of the property, any other remedial action deemed necessary to bring the property into compliance and/or direct District Counsel to seek injunctive relief or other legal remedies as appropriate against the Owner. Any Order of Enforcement entered by the District Board of Supervisors shall require that the Owner reimburse Village Community Development District No. 7 for its reasonable attorneys' fees and costs incurred in prosecuting the matter against the Owner.

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.

STATEMENT OF PURPOSE

Village Community Development District No. 7 (“District”) proposes an amendment and restatement of Chapter II of its rules establishing The Rule to Bring About Deed Compliance (“Rule”) within the boundaries of the District.

The purpose of the Rule is to adopt those deed restrictions pertaining to the external use, appearance, and operation of real property deemed by the District to be generally beneficial for the District’s landowners for which enforcement by the District is appropriate. The Rule also establishes certain guidelines, operating policies and procedures, compliance mechanisms, and a schedule of fines correlated to the costs associated with the deed compliance process relating to the enforcement of the adopted deed restrictions within the District. The Rule provides for the health, safety, welfare, and value to the landowners of the District.

The purpose of this amendment and restatement of the Rule is to expand upon:

- a) Provide for reimbursement of attorneys’ fees incurred by the District in enforcing its Rules and the deed restrictions.

- b) The maintenance the District can perform on behalf of a property owner to include mowing, weeding, pressure washing of a home and/or driveway, walkway, fence, and/or wall; and/or trimming of hedges and/or shrubbery off the soffit and/or rain gutters of the home, and entry to the front door.

RESOLUTION 2023-07

A RESOLUTION OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 7, AMENDING AND RESTATING EXTERNAL DEED RESTRICTION DEFINITIONS & INTERPRETATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Community Development District No. 7 ("District") adopted a Rule to Bring About Deed Compliance within the District's boundaries ("Rule"); and

WHEREAS, the Rule adopts certain external deed restrictions that may be enforced within the boundaries of the District; and

WHEREAS, some of the adopted restrictions contain undefined or ambiguous terms; and

WHEREAS, to assist in uniform application and enforcement of the adopted Rule, the District finds that it is in the best interests of the residents to adopt definitions and interpretations defining, explaining, and interpreting the Rule.


NOW, THEREFORE, BE IT RESOLVED by the Village Community Development District No. 7, as follows:

1. The External Deed Restriction Definitions & Interpretations are hereby amended and restated as set forth in Exhibit "A", attached hereto and incorporated hereby.
2. This resolution shall become effective upon adoption.

APPROVED AND ADOPTED THIS 15TH DAY OF JUNE, 2023.

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 7

ATTEST:



Secretary

By: 

Jerry Vicenti, Chairman