

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 / Neat and Clean

Maintenance means exercising reasonable care to keep buildings, landscaping, lighting, lawns, and related improvements in good condition.

Landscaping maintenance requires following generally accepted garden-management practices to promote a healthy, weed-free environment for optimal plant growth. Mowing requirements include weed removal.

Homes and lots are expected to be kept free of external unused items, junk, construction material, and other debris. Lawns must be kept free from landscaping debris including fallen palm fronds, tree limbs, shrubbery or hedge clippings, and any other landscape vegetation not originally planted by the developer or homeowner.

Specific Maintenance Standards

1. Mowing, Weeding and Edging Requirements

- Standard: Mowing requirements include weed removal. Grass is considered overgrown when it reaches 8 inches in height.

2. Pressure Washing and Home Exterior Requirements

- Standard: Properties must maintain clean exterior surfaces including homes, driveways, walkways, fences, and walls. Home siding must be kept clean from algae/mold growth and vine growth.

3. Hedge and Shrubbery Requirements

- Standard: Shrubbery must be maintained so it does not extend to soffits and/or rain gutters of the home and must not obstruct entry to the front door. Hedges are defined as a contiguous grouping of shrubs. Please review your deed restrictions for required hedge height requirements for your Unit.

4. Lawn and Landscaping Standards

- Sodding Requirements: When sodding is required, acceptable turf grasses include St. Augustine, Bahia, Empire Zoysia, Bermuda, or other approved varieties. Lawns must be free of bare or dead spots exceeding approximately 1½ feet in diameter.
- Approved Alternatives: Florida-Friendly ground cover is permitted as a sod substitute. Rock or artificial turf (silk, plastic, or other materials) are not approved sod substitutes.

5. Landscaping Debris and Rogue Vine Growth Requirements

- Standard: Lawns must be kept free from landscaping debris including fallen palm fronds, tree limbs, shrubbery or hedge clippings, and any other landscape vegetation not originally planted by the developer or homeowner. Home siding and landscaping must be kept clean from rogue vine growth.

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.

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

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MAINTENANCE & MODIFICATIONS																																															
■ 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 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.																																															
■ 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 committee.																																															
■ 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.																																															
■ 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 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.																																															
■ 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 any garage, storage room, screen room or other non-heated and non-air-conditioned space. All Homes must be constructed with at least a 4" in 12" rise and run roof pitch.																																															

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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 locations and utility connections of the Home will be permitted except with the written consent of an architectural review committee. No Owner, other than Developer shall undertake any such work without the prior written approval of the plans and specifications thereof by the 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.																																																	
■ 2.7/5.22 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: (a) the construction, installation, and maintenance of structures, additions, and other improvements to Owner's Homes or Homesites shall not be deemed a violation of the foregoing sentence if such improvements and activities are first approved by the Developer, in accordance with the other provisions set forth in this Declaration; and (b) Owners are encouraged to and may add and replace 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 Developer.																																																	
■ 2.8 Each Home and Homesite must contain a concrete driveway, and a lamppost must be erected in the front yard of each Homesite.																																																	
■ 2.9 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.																																																	
■ 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.																																																	

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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.																																																
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■ 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 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 behalf of the Owner and the cost shall be charged to the Owner.																																																
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MAINTENANCE & MODIFICATIONS (cont'd)																																															
■ 7.1 (a) 2 Each Homesite Owner shall be responsible for maintaining in a mowed, edged, neat and clean manner that portion of his Homesite not subject to side yard or driveway easements, his side yard easement area, driveway easement area and driveway, whether on his Homesite or on an adjacent Homesite, reserved, area or dedicated area or the unpaved area between an adjacent roadway or walkway located in the road right of way and the Owner's Homesite. If an Owner does not adhere to the above regulation, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																															
■7.1(a) & 2 Each Homesite Owner shall be responsible for maintaining in a mowed, edged, neat and clean manner that portion of his Homesite not subject to rear side yard easements; and the unpaved area between an adjacent roadway or walkway located in the road right of way and the Owner's homesite. If an Owner does not adhere to the above regulation, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																															
■ 7.3 & 7.4 Each Owner shall keep his Homesite neat and clean and the grass cut and edged at all times and shall also maintain the unpaved area between an adjacent roadway or walkway located in the road right of way and the Owner's Homesite. If an Owner does 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.																																															
■ 7.1 (b) & 2 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 fences serving the Owners Homesites whether on the Owner's Homesite or on an adjacent Homesite, reserved area, or dedicated are. In addition, the Owners of Homesites 23, 29, 45, 48, 58 and 59 shall clean and paint the exterior portion of the wall or fence upon their Homesites facing the adjoin road right of way or parking area. The Owners of Homesites 23 and 24 and 29 and 30 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 Owners Home sites and the centerline of the unpaved right of way adjoining such Homesite. 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.																																															

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■ 2.13/5.20 Except as originally constructed by the Developer, no driveways, walkways, carpaths or access shall be located on or permitted to any road right-of-way, walkways or cart path.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
■ 2.14 No building or other improvements shall be made within the easements reserved by the Developer without prior written approval.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																					

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MAINTENANCE & MODIFICATIONS (cont'd)																																															
■ 2.18 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.																																															
■ 2.29 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence and walls in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within eight (8) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of these Restrictions.																																															
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■ 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.																																															

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MAINTENANCE & MODIFICATIONS (cont'd)																																																
■ 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.																																																
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■ 3.3 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 provisions of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.																																																
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■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 11, 14 through 20, 23 through 27, 30, 31, 34, 37, 42 and 45 through 49. Homesites burdened but not benefitted by side yard easements shall be Homesites 12, 21, 22, 29, 33, 43 and 44. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 13, 28, 32, 35, 36 and 50.																															■																	
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■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 10, 13 through 30, 33 through 36, 39 through 48, 51, 54 through 65 and 68 through 81. Homesites burdened but not benefitted by side yard easements shall be Homesites 11, 31, 37, 38, 50, 66 and 67. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 12, 32, 49, 52, 53 and 82.																																																
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 22, 25 through 28, 31 through 43, 46, 49 through 57 and 60 through 69. Homesites burdened but not benefitted by side yard easements shall be Homesites 1, 29, 44, 47, 48 and 70. Homesites benefitted but not burdened by side yard easements shall be Homesites 23, 24, 30, 45, 58 and 59.																																																

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

	UNIT																													VILLAS																		
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	948	949	950	951	952	953	971	972	973		
MAINTENANCE & MODIFICATIONS (cont'd)																																																
■ 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.																																																
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■ 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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MAINTENANCE & MODIFICATIONS (cont'd)																																																	
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■ 4.1c Homesites both burdened and benefitted by front and rear side yard easements shall be Homesites 2 through 6, 9 through 28, 31 through 37, 40 through 54, 57, 58, 61, 64, 65, and 68 through 70. (2) Homesites burdened but not benefitted by front and rear side yard easements shall be Homesites 7, 8, 38, 55, 59, 60, 66, and 67. (3) Homesites benefitted but not burdened by front and rear side yard easements shall be Homesites 1, 29, 30, 39, 56, 62, 63, and 71.																																																	
■ 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.																																																	
■ 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 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.																																																	
■ 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 wall, gate fence walls, security 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 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 disturb the grading of the easement area or otherwise act with respect to the easement in any manner which would damage the servient tenement.																																															■		
■ 4.4c Homesites both burdened and benefitted by driveway easements shall be Homesites 2 through 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 yard and side yard easement through the front gate fence 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.																																																	■ ■

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■ 5.16 Individual mailboxes may not be located upon a Homesite.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
■ 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 Chapter 40D-4.																																															

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MAINTENANCE & MODIFICATIONS (cont'd)																																																
■ 6.1 Private wells are prohibited.																																																
■ 6.2 Owners are prohibited from utilizing or constructing private wells or other sources of irrigation water within the Subdivision.																																																
	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
■ 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 repairs of the surface and 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; provided however, that Owners whose Homesites are adjacent to Tract A as depicted on the Plat shall not be responsible for the maintenance or structural integrity of walls and fences located on said Tract A.													■																																			
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MAINTENANCE & MODIFICATIONS (cont'd)																																															
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EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

	UNIT																				VILLAS																									
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MAINTENANCE & MODIFICATIONS (cont'd)																																														
■ 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 shall be shared among the respective Owners served by such 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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■ 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 shall be shared among the respective Owners served by such wall and/or fence. Owners of Homesites that adjoin a roadway within the Subdivision, in addition to maintaining the interior of such wall or fence, Owner shall be responsible for maintenance and repair of the exterior surface and structural integrity of the wall and/or fence. ■ 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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EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

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EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

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MAINTENANCE & MODIFICATIONS (cont'd)																																															
■ 10.1 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 therefore by the Architectural Review Committee (ARC). The ARC 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, F.A.C., approved and on file with the Southwest Florida Water Management District.																																															
Fines																																															
Mowing, (which includes weeding) edging																																															
1st and subsequent remediation actions per Order of Enforcement																																															
\$250.00																																															
Pressure washing / trimming of hedges/shrubbery/removal of landscaping debris/spraying of rogue vine growth																																															
\$150 per hour																																															
Actual cost of maintenance plus \$100 administrative fee																																															
If unable to maintain due to hinderance - mowing, edging, weeding, pressure washing, trimming of hedges/shrubbery/removal of landscaping debris/spraying of rogue vine growth- \$150 initial fine, \$50 per day of continued violation																																															
All other infractions of Maintenance and Modification restrictions																																															
Fines per day of con't viol.																																															
\$150.00 \$50.00																																															
OUTSIDE ANIMALS																																															
■ 2.23/2.24/5.6 No other animals, livestock, or poultry of any kind shall be raised, bred or kept on any Homesite or on dedicated or reserved areas.																																															
Fines per day of con't viol.																																															
\$50.00 \$25.00																																															
SIGNS																																															
■ 2.16/5.4 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 the Home.																																															
Fines per day of con't viol.																																															
\$50.00 \$25.00																																															
TRUCKS/ RVs/ PARKING																																															
■ 2.9b No trucks in excess of 3/4 ton size, boats, or recreational vehicles shall be parked, stored or otherwise remain on any Homesite or street, 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. No vehicles incapable of operation shall be stored on any Homesite nor shall any junk vehicles or equipment be kept on any Homesite.																																															

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

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■ 5.21 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.																																															
Fines																																															
per day of con't viol.																																															
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EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

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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, B (“Rule”), and C. The District may by resolution adopt standards by which this Rule may be interpreted.

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

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

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

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

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

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

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

B) Procedures for Compliance of External Deed Restriction Limitations.

The Board hereby adopts by this Rule, detailed Procedures for Compliance of External Deed Restrictions for the District ("Procedures") which are attached hereto as **Appendix "B" and Appendix "C"** and incorporated herein by this reference. 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, recording of the Order of Enforcement in the Public Records of Sumter County, Florida (Appendix "B") and establishes an explanation and process for processing FHA requests from residents seeking an accommodation to their personal property, outside what is permitted through the Architectural Review Manual and Architectural Review process (Appendix "C").

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), re-paintings, additions, repairs or improvement of residences/Homesites. Said approval may be granted via an architectural review committee created by the District by resolution or interlocal agreement.

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

G) Final Enforcement Decision. The Board shall make all final decisions regarding which enforcement remedy to seek, if any, at a public hearing. The affected Owner shall be noticed of the date, time and location of the public hearing

via certified mail sent to the address on record at the property appraiser's office and any other known addresses of the Owner. If the mail is returned non-deliverable, then notice of the hearing shall be posted on the property. At the public hearing:

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

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

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

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

Section 8. EFFECTIVE DATE. This Rule shall become effective upon its approval by the Board of Supervisors of the Village Community Development District No. 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
Amended and Restated January 16, 2025
Amended and Restated October 8, 2025

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 his/her 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 is located within District 9. If the complainant does not provide his/her unit number, or if the unit is not located in District 9, the complaint shall be logged but staff will not inspect the property to verify the complaint, and the deed compliance process ends. In cases where all or any portion of a residence is damaged or destroyed by fire or other casualty, upon notification of such an instance by Villages Public Safety Department (VPSD) or any first responder agency, deed compliance staff shall proceed directly to Step 2 without requiring the residency verification referenced above.

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.

Any complaint received for a violation of any part of the General Provisions / Neat and Clean requirements will result in a comprehensive review of the property's compliance with the entirety of these provisions. District staff will inspect all applicable maintenance standards during their site visit, regardless of the specific nature of the original complaint. These provisions are outlined as documented in Appendix B – General Provisions / Standards / Neat and Clean.

Step 2. Inspection

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

Step 3. Notification

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

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

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

Step 4. Second Notification

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

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

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

Step 5. Third Notification / Notice of Public Hearing

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

- A. The date, time and location for the public hearing, to be held before the District Board of Supervisors, to hear the facts of the case.
- B. A statement advising that the Owner has the right to attend, present testimony, evidence and witnesses, cross examine witnesses on their behalf in regards to the allegations, fines and charges against the Owner.

- C. A statement advising that staff may recommend, and the Board may find the Owner in violation of the Rule, impose fines, or continued maintenance of the property with additional fines imposed and/or seek other legal remedies including injunctive relief against the Owner.
- D. For Re-Occurring and Repeat Violations this notice shall include supporting documentation thereof.

Step 6. Notification for Re-Occurring Violations

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

Step 7. Notification for Repeat Violations

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

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

Upon District staff’s receipt of notification of damage caused by fire or other casualty within District 9 , and in cases of emergency, where delay in abatement of the violation required to complete the procedure and notice requirements as set forth in Steps 3 through 5 above will permit a continuing violation that unreasonably endangers public health, safety, or welfare, the District Board may order summary enforcement and abatement of the violation. To proceed with summary enforcement, a deed compliance officer or other designated official shall determine that a violation exists or is being

maintained on property in the District and that delay in abatement of the violation will unreasonably endanger the public health, safety, or welfare of District residents. The officer or designated official shall notify the Owner of the property in writing of the nature of the violation, whether the public health, safety, or welfare will be unreasonably endangered by delay in abatement of the violation required to complete the procedure set forth in Steps 3 through 5 above and may order that the violation be immediately terminated or abated by the Owner. If the violation is not immediately terminated or abated by the Owner, the District Board may order summary enforcement and abate the violation, as provided under Section III General Provisions, by entering an Emergency Order of Enforcement/Claim of Lien against the Owner at its next Board meeting, except in instances where all or any portion of a residence, including the homesite and/or lot, is damaged or destroyed by fire or other casualty.

In instances where all or any portion of a residence including the homesite and/or lot, is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct such residence, walls, and homesite and/or lot in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. The Owner shall refer to the Declaration of Restrictions to determine the rebuilding timeline applicable to their respective Unit. The District Board may enter an Emergency Order of Enforcement/Claim of Lien against the Owner at its next Board meeting with such Emergency Order of Enforcement/Claim of Lien giving the Owner no more time than that provided by the applicable Declaration of Restrictions governing the respective Unit. Should the Owner fail to rebuild, repair, or reconstruct such residence and, walls, and homesite and/or lot in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty then fines may be assessed against the Owner for such failure in accordance with the Emergency Order of Enforcement/Claim of Lien entered against the Owner by the District Board.

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 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 Board of Supervisors may render a decision to dismiss the case, grant a continuance, find the Owner in violation of the Rule, provide a reasonable time to come into compliance, impose fines, order continued maintenance of the property, any other remedial action deemed necessary to bring the property into compliance and/or direct District Counsel to seek injunctive relief or other legal remedies as appropriate against the Owner. Any Order of Enforcement/Claim of Lien entered by the Board of Supervisors 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 9 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, 3571 Kiessel Road, The Villages, FL 32163 or any other address provided by Community Standards. 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 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 / Standards Maintenance / Neat and Clean:

General Maintenance Requirements

Maintenance means exercising reasonable care to keep buildings, landscaping, lighting, lawns, and related improvements in good condition.

Landscaping maintenance requires following generally accepted garden-management practices to promote a healthy, weed-free environment for optimal plant growth. Mowing requirements include weed removal.

Homes and lots are expected to be kept free of external unused items, junk, construction material, and other debris. Lawns must be kept free from landscaping debris including fallen palm fronds, tree limbs, shrubbery or hedge clippings, and any other landscape vegetation not originally planted by the developer or homeowner.

Specific Maintenance Standards and Enforcement

1. Mowing, Weeding and Edging Requirements

- Standard: Mowing requirements include weed removal. Grass is considered overgrown when it reaches 8 inches in height.
- Enforcement: If a property is found in non-compliance of the Rule's mowing and edging requirements, the Board of Supervisors 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 and Home Exterior Requirements

- Standard: Properties must maintain clean exterior surfaces including homes, driveways, walkways, fences, and walls. Home siding must be kept clean from algae/mold growth and vine growth.
- Enforcement: If a property is found in non-compliance of the Rule's pressure washing requirements, the Board of Supervisors 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 pressure washing a home, driveway, walkway, fences, or walls. 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. Hedge and Shrubbery Requirements

- Standard: Shrubbery must be maintained so it does not extend to soffits and/or rain gutters of the home and must not obstruct entry to the front door. Hedges are defined as a contiguous grouping of shrubs.
- Enforcement: If a property is found in non-compliance of the Rule's hedge/shrubbery trimming requirements, the Board of Supervisors may at the respective public hearing order maintenance of the property to include: (a) pressure washing a home, driveway, walkway, fences, or walls; and/or (b) trimming hedges and shrubbery 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.

4. Lawn and Landscaping Standards

- Sodding Requirements: When sodding is required, acceptable turf grasses include St. Augustine, Bahia, Empire Zoysia, Bermuda, or other approved varieties. Lawns must be free of bare or dead spots exceeding approximately 1½ feet in diameter.
- Approved Alternatives: Florida-Friendly ground cover is permitted as a sod substitute. Rock or artificial turf (silk, plastic, or other materials) are not approved sod substitutes.

5. Landscaping Debris and Rogue Vine Growth Requirements

- Standard: Lawns must be kept free from landscaping debris including fallen palm fronds, tree limbs, shrubbery or hedge clippings, and any other landscape vegetation not originally planted by the developer or homeowner. Home siding must be kept clean from rogue vine growth.
- Enforcement: If a property is found in non-compliance of the Rule's maintenance requirements, specific to landscape debris and/or rogue vine growth, the Board of Supervisors may at the respective public hearing order maintenance of the property to include: (a) remove the landscape debris; and (b) spray the rogue vine growth from the homesite/lot. 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.

Compliance and Cost Recovery

When the District orders maintenance to bring a property into compliance, all costs associated with such maintenance shall be the responsibility of the property owner. This includes:

- The fine amount for maintenance services
- Administrative fees as specified in the Fine Schedule
- Any additional costs incurred by the District in the enforcement process

Administrative Information

- Compliance Public Hearings: Will be held on a monthly basis.
- Public Information Notice: 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.
- Alteration Approval: 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.