

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						
AIR CONDITIONERS																																																			
■ 2.27/10 Window air-conditioners are prohibited and only central air-conditioners are permitted.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Fines Per day of con't viol																																																			
\$50.00 \$25.00																																																			
BUSINESS FROM HOMESITE / LOT																																																			
■ 2.1 All Homesites included in the Subdivision shall be used for residential purposes only and shall be subject to the following specific residential use restrictions in addition to the general restrictions contained in the Declaration of Restrictions.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
■ 2.10 Properties within the Subdivision are intended for residential use and no commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
■ 5.2 No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing and selling all of the Homesites as provided herein.																																																			
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EXTERNAL NOISES																																																			
■ 2.22b/5.13 Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 pm to one (1) hour before daylight.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
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GARBAGE/TRASH																																																			
■ 4.3b/5.11 Prior to being placed curbside for collection, no rubbish, trash, garbage, or other waste material shall be kept or permitted on any Homesite or on dedicated or reserved areas except in sanitary containers located in appropriate areas concealed from public view. 4.3c/5.12 Once placed curbside for collection, all garbage will be contained in plastic bags and placed curbside no earlier than the day before scheduled pick-up.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Fines Per day of con't viol																																																			
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LAWN ORNAMENTS																																																			
■ 2.16b/5.4 Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■</																	

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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.																																																			
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■ 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.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																		
■ 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.																															■	■	■	■		■	■	■	■	■					■	■	■		
■ 7.3 & 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.																																		■										■	■				
■ 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.																																																
	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																		
■ 8 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence and walls in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of these Restrictions.																																																
■ 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	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																						
■ 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.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																						
■ 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.																														■																					
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 15, 19 through 24, 27 through 32, 35, 36, 39, 42 through 49 and 52 through 59. Homesites burdened but not benefitted by side yard easements shall be Homesites 1, 18, 33, 37, 40, 41 and 60. Homesites benefitted but not burdened by side yard easements shall be Homesites 16, 25, 26, 34, 38, 50 and 51.																																																			
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 9, 12 through 15, 18 through 31, 34 through 37, 40 through 47 and 50 through 59.. Homesites burdened but not benefitted by side yard easements shall be Homesites 10, 11, 17, 33, 48 and 49. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 16, 32, 38, 39 and 60.																															■																				
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■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 14, 19 through 27, 31 through 34, 37 through 49, 53 through 58, 72 through 70 and 73 through 79. Homesites burdened but not benefitted by side yard easements shall be Homesites 1, 28, 35, 36, 59, 71 and 72. Homesites benefitted but not burdened by side yard easements shall be Homesites 15, 18, 30, 50, 52, 61 and 80.																																																	
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■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 5, 8 through 19, 22 through 27, 30 through 44, 47 through 59 and 62 through 73. Homesites burdened but not benefitted by side yard easements shall be Homesites 6, 20, 21, 29, 60 and 61. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 7, 28, 45, 46 and 74.																																																	
■ 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.																																																	

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■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 7, 11 through 24, 29 through 33, 37 through 47, 53 through 62 and 67 through 77. Homesites burdened but not benefitted by side yard easements shall be Homesites 1, 10, 34, 48, 51, 52 and 78. Homesites benefitted but not burdened by side yard easements shall be Homesites 8, 25, 28, 36, 50, 63 and 66.																																																
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 14, 17 through 22, 25 through 30, 33, 34, 37, 40 through 47 and 50 through 55. Homesites burdened but not benefitted by side yard easements shall be Homesites 15, 16, 24, 32, 36, 48 and 49. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 23, 31, 35, 38, 39 and 56.																																																
■ 4.3 Homesites both burdened and benefitted by rear side yard easements shall be Homesites 2 through 9, 12, 13, 16 through 21, 26 and 29 through 32. Homesites burdened but not benefitted by rear side yard easements shall be Homesites 1-, 14, 15, 24, 25 and 33. Homesites benefitted but not burdened by rear side yard easements shall be Homesites 1, 11, 22, 23, 27 and 28.																																																

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

	UNIT																													VILLAS																								
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MAINTENANCE & MODIFICATIONS (cont'd)																																																						
■ 4.3 Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 10, 13 through 17, 20 through 29, 32 through 39, 42 through 46, 49 through 53, 56, 57, 60 through 63,66 through 82, 85, 92 through 95, 99 through 143, 146, 149, 150, 153, 154, 157 through 161, 164 through 169, 172 through 175, 178, 181 through 185, 188, 191, 192, 195 through 204, 207 through 216, 219 through 225, 228 through 234, 237 through 243, 246 through 252, 255 through 260, 263 through 267, 270 through 273, 276, 277, 280, 285 through 294, 297, 298, 301 through 311 and 314. Homesites burdened but not benefitted by side yard easements shall be Homesites 11, 18, 19, 40, 41, 54, 55, 64, 65, 84, 87, 90, 91, 98, 147, 151, 152, 162, 163, 176, 179, 180, 189, 190, 205, 206, 226, 227, 244, 253, 254, 268, 269, 278, 279, 283, 295, 299, 300 and 313. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 12, 30, 31, 47, 48, 58, 59, 83, 86, 88, 89, 96, 144, 145, 148, 155, 156, 170, 171, 177, 186, 187, 193, 194, 217, 218, 235, 236, 245, 261, 262, 274, 275, 281, 282, 284, 296, 312 and 315.																																																						
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■ 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																																																						

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

	UNIT																													VILLAS																				
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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.																																																		
■ 5.8 No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. No arbor, trellis, gazebo, pergola (or similar item), awning, fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the architectural review committee.																																																		
■ 5.8 No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. Clear (non-colored) concrete and driveway coatings are permitted. No colored coatings are permitted without the prior written consent of the architectural review committee.																																																		
■ 5.9 Nothing shall be altered in, constructed on, or removed from any dedicated or reserved areas except on the written consent of the Developer. Landscaping maintenance in the dedicated or reserved areas shall be the duty of the District and no other person shall attempt to alter or maintain it.																																																		
■ 5.16 Individual mailboxes may not be located upon a Homesite.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

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■ 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)																																														
■ 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.																																														
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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

[illegible]

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #9

[illegible]

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					
■ 2.21 Temporary parking depicted on the plat of the Subdivision is not for the Owner's use but is for the use of Owner's invitees and guests.																														■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■				
■ 9 No Owner of a Homesite shall park, store, or keep any vehicle except wholly within his driveway, garage or other non-visitor parking spaces. No truck in excess of 3/4 ton, camper, boat, trailer, or aircraft, or any vehicle other than a private non-commercial vehicle may be parked in a parking space except a boat may be kept in the garage with the garage door closed. No Owner of a Homesite shall repair or restore any motor vehicle , boat, trailer, aircraft, or other vehicle on any portion of any Homesite, or on dedicated or reserved areas, except for emergency repairs, and then only to the extent necessary to enable movement thereof 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.																																																		
\$50.00 \$25.00																																																		

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