

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #6

NOTE: Any Repeat Violation may be fined up to \$500 per day.		UNIT																	VILLAS																																					
		101	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	171	657	663	664	665	667	668	669	670	671	672	673	674	675	676	677	678	681	682	700	701	802				
AIR CONDITIONERS																																																								
■ 2.26 Window air-conditioners are prohibited and only central air-conditioners are permitted.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																									
■ 5.10 No window air-conditioners or irrigation wells 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.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																									
■ 2.9 Properties within the Subdivision are intended for residential use and no commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																									
■ 5.2 No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing and selling all of the Homesites as provided herein.																																																								
Fines																																																								
Per day of cont'd viol																																																								
\$500.00 \$50.00																																																								
EXTERNAL NOISES																																																								
■ 2.21b 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.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																									
■ 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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\$50.00 \$25.00																																																								
GARBAGE/TRASH																																																								
■ 4.3b 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 except in sanitary containers located in appropriate areas concealed from public view. 4.3c Once placed curbside for collection, all garbage will be contained in plastic bags and placed curbside no earlier than the day before scheduled pickup.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																									
■ 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. 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 pickup.																																																								
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Per day of con't viol.																																																								
\$50.00 \$25.00																																																								
LAWN ORNAMENTS																																																								
■ 2.15b Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																									
■ 5.4 Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.																																																								
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\$50.00 \$25.00																																																								
LIGHTING																																																								
■ 2.18 Exterior lighting must be attached to the Home and shaded so as not to create a nuisance to others. No other light poles may be erected.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■																									

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MAINTENANCE & MODIFICATIONS (cont'd)																																																							
■ 4.4b Easements for the installation and maintenance of wall and fencing and easements for the installation and maintenance of a storm water runoff drainage system are hereby reserved over a strip of land five feet (5) wide running along the rear Homesite lot line of each Homesite in the Subdivision, together with that portion of each Homesite actually occupied by side fence walls and gate fence walls and the storm water runoff drainage system. 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.																																																							
■ 4.4c No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, except that patios and walks may be constructed over the easement reserved over the strip of land running along the back Homesite lot line of each Homesite. Equipment for pool or spa operation may be placed within the easement.																																																							
■ 5.7 No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Homesite, except for any fencing originally constructed by the 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. Concrete and driveway coatings are permitted providing that the design is harmonious with the Subdivision and that such coating is the same color as the home. No ingress or egress to or from any Homesite is permitted except pursuant to such driveways and sidewalks as originally constructed by Developer.																																																							
■ 5.7 No fence, hedge, wall, or dividing instrumentality shall be constructed or maintained on any Homesite. In order to maintain a visible roadway, no bush, shrub, tree, or other similar plant may be placed within the road right-of-way. No ingress or egress to or from any Homesite is permitted except pursuant to such driveways and sidewalks as originally constructed by Developer.																																																							
■ 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.																																																							
■ 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 Declarant.																																																							
■ 5.9 Nothing shall be altered in, constructed on, or removed from any dedicated or reserved areas except on the written consent of the Declarant. 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.																																																							

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MAINTENANCE & MODIFICATIONS (cont'd)																																																						
■ 5.16 Individual mailboxes may not be located upon a Homesite.																																																						
■ 5.18 Each Owner shall ensure that any construction on the Homesite complies with the construction plans for the surface water management system pursuant to Chapter 40D-4, FAC, approved and on file with the Southwest Florida Water Management District (SWFWMD). No Owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, mitigation areas, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the Subdivision unless prior written approval is received from the SWFWMD pursuant to Chapter 40D-4 FAC.																																																						
■ 5.19 Except as originally constructed by the Developer, no driveways, walkways, cart paths or access shall be located on or permitted to any road right-of-way, walkways or cart path.																																																						
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■ 5.20 Except as originally constructed by the Developer, no driveways, walkways, cart paths or access shall be located on or permitted to any road right-of-way, walkways or cart path.																																																						
■ 5.22 All Homesites shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by the Declarant. Notwithstanding, Owners are encouraged to and may add landscape that is more water-conservative and drought tolerant than originally provided, however, any such alterations to areas visible from roadways or golf courses must receive prior written approval.																																																						
■ 6.2 Owners are prohibited from utilizing or constructing private wells or other sources of irrigation water within the Subdivision.																																																						
■ 7.0 Where a wall or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall or fence shall be shared among the respective Owners served by such wall or fence. Such Owners are encouraged to maintain the perimeter security walls and fences in a cooperative and uniform manner with the adjacent Homesite Owners so as to present to the public a uniform and well-maintained appearance of the Subdivision as a whole.																																																						
■ 7.0 Homesites adjoining perimeter security walls shall maintain the interior surface of such wall. Owners of Homesites maintaining the interior surface of a perimeter security wall are encouraged to do so in a cooperative and uniform manner with adjacent Homesite Owners so as to present to the public a uniform well maintained appearance of the Subdivision as a whole.																																																						

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MAINTENANCE & MODIFICATIONS (cont'd)																																																			
■ 7.1 Owners of Homesites 7 through 26 shall maintain to their rear lot line and all structures and landscaping installed by Developer on the Homesite.																																																			
■ 7.1 Owners of Homesites subject to a Special Easement for Landscaping, as shown on the Plat above shall perpetually maintain the vegetation located thereon, consistent with good horticultural practice. No owner of a Homesite which is subject to a Special Easement for Landscaping shall take any action to prevent the Landscaped Buffer from complying with the provisions of the Development Order and those provision of the Sumter County Subdivision regulations requiring Landscaped Buffer areas.																																																			
■ 7.1a Each Owner shall, at his sole cost and expense, repair his residence, other than as otherwise provided for herein, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. 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, and the unpaved area between an adjacent roadway or walkway located in the road right of way and the Owner's Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																			
■ 7.1b Owners shall be responsible for all Wall and Fence maintenance not assumed by the District. 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 fences serving the Owner's Homesites whether on the Owner's Homesite or on an adjacent Homesite, reserved areas, or dedicated area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repairing the structural integrity of the wall or fence shall be shared among the respective Owners served by such wall. Owners of Homesites on the perimeter of the Subdivision who must maintain the exterior of the fence on their Homesites are encouraged to do so in a cooperative and uniform manner with other adjacent Homesite Owners so as to present to the public a uniform well maintained appearance of the Subdivision as a whole. All gates, walls, and fences must be of a uniform color and type of paint. Owners intending to paint must contact the District for paint specifications.																																																			
■ 7.1b In addition Owners of Homesites 1, 14, 28, 29, 44, 55, and 77 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 14, 45, 54, 55, 76 and 77 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. Owners of Homesites on the perimeter of the Subdivision who must maintain the exterior of the fence on their Homesites are encouraged to do so in a cooperative and uniform manner with other adjacent homes as to present to the public a uniform well maintained appearance of the Subdivisions a whole. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																			

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MAINTENANCE & MODIFICATIONS (cont'd)																																																			
■ 7.1b In addition Owners of Homesites 3, 9, 22, 36, 37, 50 and 57 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 8, 9, 22, 51, 57 and 58 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. Owners of Homesites on the perimeter of the Subdivision who must maintain the exterior of the fence on their Homesites are encouraged to do so in a cooperative and uniform manner with other adjacent home site owners so as to present to the public a uniform well maintained appearance of the Subdivision as a whole. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																			
■ 7.1b In addition, the Owners of Homesites 1, 14, 16, 25, 26, 36, 51, and 58 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 13, 14, 16, 37, 51 and 52 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. Owners of Homesites on the perimeter of the Subdivision who must maintain the exterior of the fence on their Homesites are encouraged to do so in a cooperative and uniform manner with other adjacent homes site owners so as to present to the public a uniform well maintained appearance of the Subdivisions a whole. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																			
■ 7.1b In addition, the Owners of Homesites 1, 15, 29, 30, 43, 53, 66, and 75 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 15, 44, 52, 53, 66 and 67 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. Owners of Homesites on the perimeter of the Subdivision who must maintain the exterior of the fence on their Homesites are encouraged to do so in a cooperative and uniform manner with other adjacent Homesite Owners so as to present to the public a uniform well maintained appearance of the Subdivision as a whole. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																			
■ 7.1b In addition, the Owners of Homesites 24, 31, 47, 48, 61, 62 and 76 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 7, 24, 25, 31 and 32 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																			
■ 7.1b In addition, the Owners of Homesites 3, 11, 19, 32, 54, 55 and 66 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 11, 12, 19, 20, 32 and 33 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																			

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MAINTENANCE & MODIFICATIONS (cont'd)																																																												
■ 7.1b In addition, the Owners of Homesites 19, 31, 37, 42, 43, 47, 48, 52, 53, 57, and 58 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 18, 19, 30, 31, 36 and 68 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																												
■ 7.1b In addition, the Owners of Homesites 9, 24, 31, 40, 41, 50 and 57 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 9, 10, 23, 24, 30 and 31 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																												
■ 7.1b In addition, the Owners of Homesites 1, 17, 23, 38, 45, 46, 61, and 62 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 17, 18, 23, 24, 38 and 39 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																												
■ 7.1b In addition, the Owners of Homesites 1, 10, 27, 34, 47, 48, 61, 62 and 75 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 9, 10, 26, 27, 33 and 34 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																												
■ 7.1b In addition, the Owners of Homesites 19, 25, 37, 43, 48, 49, 58 and 59 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 19, 20, 25, 26, 37 and 38 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																												
■ 7.1b In addition, the Owners of Homesites 35, 45, 46 and 55 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 10, 11, 24, 25, 29 and 30 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																												
■ 7.1b In addition, the Owners of Homesites 12, 18, 36, 43, 55, 56 and 68 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 12, 13, 18 and 19 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																												

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MAINTENANCE & MODIFICATIONS (cont'd)																																																			
■ 7.1b In addition, the Owners of Homesites 3, 49, 62, 63 and 76 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 8, 9, 21, 22, 29 and 30 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																			
■ 7.1b In addition, the Owners of Homesites 1, 4, 5, 34, 43, 56, 57 through 61, 62, 63, 64, 67, 68, 71, 72, 75, 76, 78, 79, 81, 84 and 87 shall clean and paint the exterior portion of the wall or fence upon their Homesite facing the adjoining road right of way or parking area. The Owners of Homesites 33, 34, 42, 43, 56 and 57 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesite and shall mow and maintain in a neat and clean manner, the area located between such Homesite and the centerline of the unpaved right of way adjoining such Homesite. ■ 7.2 If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.																																																			
■ 7.1b All gates, walls and fences must be of a uniform color and type of paint. Owners intending to paint must contact the Declarant or the District for paint specifications.																																																			
■ 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.																																																			
■ 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 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.																																																			
■ 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, FAC, approved and on file with the Southwest Florida Water Management District.																																																			
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Mowing, (which includes weeding) edging																																																																																																																																																																																																																																																																																																																																						
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Pressure washing / trimming of hedges/shrubbery																																																																																																																																																																																																																																																																																																																																						
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Actual cost of maintenance plus \$100 administrative fee																																																																																																																																																																																																																																																																																																																																						
If unable to maintain due to hinderance - mowing, edging, weeding, pressure washing, trimming of hedges/shrubbery - \$150 initial fine, \$50 per day of continued violation																																																																																																																																																																																																																																																																																																																																						
All other infractions of Maintenance and Modification restrictions																																																																																																																																																																																																																																																																																																																																						
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■ 2.23 No livestock, or poultry of any kind shall be raised, bred, or kept on any Homesite or on dedicated or reserved areas.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #6

[illegible]

EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #6

[illegible]