

## EXTERNAL DEED RESTRICTION STANDARDS VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12

**Purpose:** The purpose of these External Deed Restriction Standards is to supplement and 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. 12, 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 sealed tall kitchen bag or a 20-30 gallon trash bag (any color). All materials can be placed in the same bag. The trash bags should be placed together at the end of the driveway. Each bag should weigh no more than forty (40) pounds. To ensure collection, bags should be

placed for collection before 6 AM on your collection day or the night before (no sooner than 5 PM). Collection times may vary. This criterion can change, please check with your trash service provider.

### **Hedges**

Hedges are defined as a contiguous grouping of shrubs.

### **Homesite and/or Lot**

Shall mean and refer to any plot of land shown upon a plat which bears a numerical designation, but shall not include tracts or other areas not intended for a residence within the District's boundaries. The terms Homesite and Lot are used interchangeably.

### **Inoperable Vehicles**

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

### **Lawn Ornaments**

Lawn ornaments, or yard art, generally refers to manmade items decorative objects used to make a yard more attractive, and which are located anywhere outside the structure or footprint of the home. However, pots and planters designed and constructed for plant use are permitted so long as they are used for their intended purpose. The inclusion or attachment of flowers or plants to a man-made ornament, not originally constructed for plant use, does not change the item from a lawn ornament to landscaping. The word 'lawn' includes areas that are mulched, concreted, sodded, rocked, landscaped, bare earth, or any other material outside the structure (footprint) of the home. The following is intended as a partial reference list of lawn ornaments: any man-made concrete or ceramic statue or figure (including religious symbols), wind chimes, plastic or silk flowers, windmill, pinwheels, train sets, deer, geese, flamingos, or any other animal or human figures. Residents may check with the Community Standards Department prior to purchase of lawn ornamentation/ landscape objects.

### **Maintenance**

Maintenance shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, lawns, and other related improvements and fixtures in good condition. Maintenance of landscaping is defined as the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth. The Rule's requirement to mow includes the requirement to weed. Grass is overgrown when it is allowed to grow to 8", or when shrubbery is up to soffit and/or rain gutters or if shrubbery is obstructing entry to the front door. If the lawn is required to be sodded, any turf grass such as St. Augustine, Bahia, Empire Zoysia, Bermuda or other may be used and shall be void of any bare or dead spots exceeding approximately 1½ feet in diameter. Florida-Friendly ground cover is permitted as a substitute for sod. Rock or artificial turf (whether silk, plastic or other material) is not an approved substitute for sod.

Homes and lots are expected to be kept free of external unused items, junk, construction material, and other debris.

### **Owner**

Owner shall mean the owner(s) of record according to the Property Appraiser's records in the county in which the violation exists. The owner(s) may or may not be the person living in the home.

## Signs

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

- **Security:** Small decals or small signs may be placed on doors, windows and planting beds next to the home.
- **Lawn Care:** State law allows for a sign to be placed on the newly-treated lawn until dry.
- **Medical Alert Decal:** 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 #12**

NOTE: Any Repeat Violation may be fined up to \$500 per day.	UNIT																																																				
	1	2	3	4	5	6	7	8	10	11	12	13	14	15	17	18	19	20	21	23	24	25	26	28	29	30	30A	31	32	33	35	36	38	39	40	42	43																
■ 2.26 Window air-conditioners are prohibited and only central air-conditioners are permitted.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■										
■ 2.26 Window air-conditioners are prohibited and only central and split unit air-conditioners are permitted.																											■	■	■	■																							
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■ 2.21 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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■ 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 concealed from public view. 4.3c Once placed curbside for collection, all garbage will be contained in plastic bags prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■				
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■ 2.16 / 2.31 Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■			
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■ 2.19 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.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
■ 2.19 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. Exterior strip lighting, liquid lights, and similar lighting sources are prohibited.																																																					
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<p>■ 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 Developer. Each property owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District.</p>		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<p>■ 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 spaces. All Homes must be constructed with at least a 4" in 12" rise and run roof pitch. Further, if a Home originally constructed by Developer contains a number of square feet or roof pitch greater than the foregoing minimum requirements, then in the case of rebuilding of the Home due to damage or destruction, or in any alteration of the Home, Owners shall ensure that the square footage and roof pitch of the Homes, as rebuilt or altered, never falls below those specifications as originally constructed by the Developer. Homes constructed by Developer may deviate from the minimum square footage and roof pitch requirements detained herein. 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 by the Developer 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 Developer, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed.</p>		■	■	■	■					■																																			

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<p>■ 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 spaces. All Homes must be constructed with at least a 6" in 12" rise and run roof pitch. Further, if a Home originally constructed by Developer contains a number of square feet or roof pitch greater than the foregoing minimum requirements, then in the case of rebuilding of the Home due to damage or destruction, or in any alteration of the Home, Owners shall ensure that the square footage and roof pitch of the Home, as rebuilt or altered, never falls below those specifications as originally constructed by the Developer. Homes constructed by Developer may deviate from the minimum square footage and roof pitch requirements detailed herein. 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 by the Developer 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 Developer, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed.</p>																																											
<p>■ 2.4 Homesites 1 through 14, inclusive, shall be constructed with concrete block and stucco finish. No wood frame homes shall be permitted on homesites 1 through 14, inclusive. Each Home must have eave overhangs and gable overhangs and all roofing materials shall be approved by the Developer, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed.</p>																																											

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<p>■ 2.4 There shall be only one Home on each Homesite. All Homes must have garages. Homes 1 through 40, and 69 through 77, must be of at least 1240 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air conditioned space. Homes 1 through 40, and 69 through 77 must be constructed with at least a 6" in 12" rise and run roof pitch. Homes 41 through 68 and 78 through 81 must be of at least 1050 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. Homes 41 through 68 and 78 through 81 must be constructed with at least a 4" and 12" rise and run roof pitch. Further, if a Home originally constructed by Developer contains a number of square feet or roof pitch greater than the foregoing minimum requirements, then in the case of rebuilding of the Home due to damage or destruction, or in any alteration of the Home, Owners shall ensure that the square footage and roof pitch of the Home, as rebuilt or altered, never falls below those specifications as originally constructed by the Developer. Homes constructed by Developer may deviate from the minimum square footage and roof pitch requirements detailed herein. 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 by the Developer 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 Developer, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed.</p>																																											

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<p>■ 2.4 There shall be only one Home on each Homesite. Homesites 1 through 11, and 40 through 123, inclusive, 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. Homesites 1 through 11, and 40 through 123, inclusive, must be constructed with at least a 6" and 12" rise and run roof pitch. Homesites 12 through 39, inclusive, 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. Homesites 12 through 39, inclusive, must be constructed with at least a 4" and 12" rise and run roof pitch. Further, if a Home originally constructed by Developer contains a number of square feet or roof pitch greater than the foregoing minimum requirements, then in the case of rebuilding of the Home due to damage or destruction, or in any alteration of the Home, Owners shall ensure that the square footage and roof pitch of the Home, as rebuilt or altered, never falls below those specifications as originally constructed by the Developer. Homes constructed by Developer may deviate from the minimum square footage and roof pitch requirements detailed herein. 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 by the Developer 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 Developer, including the roof over garages, screen porches, utility rooms, etc., and all areas must have ceilings. Screen cages over patios and pools are allowed.</p>																																												
<p>■ 2.4 There shall be only one Home on each Homesite. All Homes must have garages. Homesites 1 through 10, and 79 through 111, shall be of at least 1240 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air conditioned space. Homesites 1 through 10, and 79 through 111 must be constructed with at least a 6" in 12" rise and run roof pitch. Homesites 11 through 78 shall be of at least 1050 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space. Homesites 11 through 78 must be constructed with at least a 4" and 12" rise and run roof pitch. Further, if a Home originally constructed by Developer contains a number of square feet or roof pitch greater than the foregoing minimum requirements, then in the case of rebuilding of the Home due to damage or destruction, or in any alteration of the Home, Owners shall ensure that the square footage and roof pitch of the Home, as rebuilt or altered, never falls below those specifications as originally constructed by the Developer. Homes constructed by Developer may deviate from the minimum square footage and roof pitch requirements detailed herein. 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 by the Developer as being harmonious with the development as to color, construction materials, design, size and other qualities. Each Home must have eave overhangs and gable</p>																																												





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<p>■ 2.7 In an effort to protect limited natural resources, all Homesites shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by the Developer. Notwithstanding: (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.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■			
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■ 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.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
■ 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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<p>■ <b>2.12</b> 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. 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 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 Developer or 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 this regulation, then the work may be performed on behalf of the Owner by the Developer, but the Developer shall not be obligated to perform such work, and the cost shall be charged to the Owner.</p>	■	■	■	■						■	■	■																																
<p>■ <b>2.13</b> 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, walkway or carpath.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<p>■ <b>2.13</b> Except as originally constructed, or subsequently approved in writing by the Developer, no driveways, walkways, carpaths or access shall be located on or permitted to any road right-of-way, walkway or carpath.</p>													■														■	■	■	■														
<p>■ <b>2.14</b> No building or other improvements shall be made within the easements created in favor of the Developer without prior written approval of Developer.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<p>■ <b>2.18</b> 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 Developer, nor shall any Owner paint or attach any object to any wall and/or fence without prior architectural review committee approval.</p>					■	■	■	■					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<p>■ <b>2.18</b> 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 Developer.</p>	■	■	■	■						■	■	■																																

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<p>■ <b>2.18</b> 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 Developer, nor shall any Owner paint or attach any object to any wall and/or fence without prior approval by Developer or Developer's designee.</p>																																																
<p>■ <b>2.28</b> 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.</p>																																																
	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■			
<p>■ <b>2.30 Setbacks:</b> (a) <b>Front Yard Garage Setbacks.</b> Except for garages originally constructed by Developer, garages shall not be constructed, placed, or installed within the front yard garage setbacks described in the attached Exhibit "A". (b) <b>Front, Side, and Rear Yard Easement Setbacks.</b> Except for improvements originally constructed by Developer, the following shall not be constructed, placed, or installed within the front, side, and rear yard improvement setbacks described in the attached Exhibit "A": Homes, additions to Homes, garages, fences, walls, screen cages, arbors, trellises, gazebos, pools and spas (provided however, pool and spa pumps, filters, and associated equipment are not prohibited), patios, fireplaces and firepits, outdoor living areas, and other similar improvements.</p>																																																
	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<p>■ <b>3.1</b> Easements and rights-of-way in favor of the Developer are hereby created for the construction, installation and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cablevision, telephone, recreation facilities and telegraph lines or the like. Such 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, and further, all such utilities and facilities located in the easement along the front Homesite line shall be flush with, or below grade.</p>																																																
	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

NOTE: Any Repeat Violation may be fined up to \$500 per day.	UNIT																																												
	1	2	3	4	5	6	7	8	10	11	12	13	14	15	17	18	19	20	21	23	24	25	26	28	29	30	30A	31	32	33	35	36	38	39	40	42	43								
<p>■ 3.2 Developer is hereby given, and reserves the right to extend any streets or roads in said Subdivision or to create new streets or roads, but no other person shall extend any street or create any new street over any Homesite and no Homesite may be used as ingress and egress to other property.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■				
<p>■ 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, wetland migration areas, buffer areas, and upland conservation areas and drainage easements described in the approved permit or recorded plat of the Subdivision, unless prior approval is received from Southwest Florida Water Management District Brooksville Regulation Department, and if applicable, any other appropriate governmental agency having jurisdiction. 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.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■			
<p>■ 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 for Wildwood Springs Development of Regional Impact and those provisions of the City of Wildwood Subdivision regulations requiring Landscape Buffer areas.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		
<p>■ 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 applicable law or regulations requiring Landscape Buffer areas.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<p>■ 4.4 Individual mailboxes may not be located upon a Homesite.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		
<b>Fines</b>																																													
Mowing, (which includes weeding) edging																																													
<b>1st and subsequent remediation actions per Order of</b>																																													
<b>\$250.00</b>																																													
Pressure washing / trimming of hedges/shrubbery																																													
\$150 per hour																																													
Actual cost of maintenance plus \$100 administrative fee																																													

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

NOTE: Any Repeat Violation may be fined up to \$500 per day.	UNIT																																											
	1	2	3	4	5	6	7	8	10	11	12	13	14	15	17	18	19	20	21	23	24	25	26	28	29	30	30A	31	32	33	35	36	38	39	40	42	43							
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																																												
Fines per day of con't viol.																																												
\$150.00 \$50.00																																												
■ 2.23 No livestock, or poultry of any kind shall be raised, bred, or kept on any Homesite or on dedicated or reserved areas.	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
■ 2.23 Notwithstanding, the foregoing, no other animals, livestock, poultry or swine 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																																												

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

NOTE: Any Repeat Violation may be fined up to \$500 per day.	UNIT																																										
	1	2	3	4	5	6	7	8	10	11	12	13	14	15	17	18	19	20	21	23	24	25	26	28	29	30	30A	31	32	33	35	36	38	39	40	42	43						
<p>■ <b>2.16</b> 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.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		
<b>Fines per day of con't viol.</b>																																											
<b>\$50.00 \$25.00</b>																																											
<p>■ <b>2.9b</b> 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.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<p>■ <b>2.9b</b> 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. No owner of a Homesite shall repair or restore any motor vehicles, boats, trailers, aircraft, recreational vehicles or other vehicles 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 to a proper repair facility.</p>																																											
<b>Fines</b>																																											
Inoperable vehicle or equipment																																											
<b>Fines per day of con't viol.</b>																																											
<b>\$150.00 - \$50.00</b>																																											
All other infractions of Trucks/RV/Parking restrictions:																																											
<b>Fines per day of con't viol.</b>																																											
<b>\$150.00 \$50.00</b>																																											
<p>■ <b>2.21</b> Each owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<b>Fines</b>																																											
<b>\$50.00 \$25.00</b>																																											



**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

	A	B	C	D	E	F	G	H	I
1	<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>		VILLAS						
2		9	16	22	27	34	37	41	
3									
4	■ <b>11</b> No aerials, satellite reception dishes or antennas of any kind nor window air-conditioners or irrigation wells are permitted within the Subdivision except as specifically allowed by law.	■	■	■	■	■	■	■	
5	<b>Fines Per day of con't viol</b>								
6	<b>\$50.00 \$25.00</b>								
7									
8	■ <b>5.14</b> 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.	■	■	■	■	■	■	■	
9	<b>Fines Per day of con't viol</b>								
10	<b>\$50.00 \$25.00</b>								
11									
12	■ <b>5.12</b> 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. <b>5.13</b> Once placed curbside for collection, all garbage will be contained in plastic bags prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.	■	■	■	■	■	■	■	
13	<b>Fines Per day of con't viol</b>								
14	<b>\$50.00 \$25.00</b>								
15									
16	■ <b>5.5</b> Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.	■	■	■	■	■	■	■	
17	<b>Fines Per day of con't viol</b>								
18	<b>\$50.00 \$25.00</b>								
19									
20	■ <b>4.1a(3)</b> Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 8, 11 through 33, 36 through 47, 50 through 60, 63, 64, 67 through 77, 80 through 88, 91 through 100, 103 through 112, 115 through 118, 121 through 124, 127 through 131 and 134 through 138. Homesites burdened but not benefitted by side yard easements shall be Homesites 9, 34, 48, 61, 62, 78, 79, 101, 102, 114, 120, 126 and 133. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 10, 35, 49, 65, 66, 89, 90, 113, 119, 125, 132 and 139.	■							
21	■ <b>4.1a(3)</b> Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 11, 14 through 22, 25 through 34, 37 through 41 44 through 48, 51 through 55, 58 through 62, 65 through 69, 72 through 76, 79 through 83. Homesites burdened by not benefitted by side yard easements shall be Homesites 12, 13, 24, 42, 43, 56, 57, 70, 71 and 84. Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 23, 35, 36, 49, 50, 63, 64, 77 and 78.		■						
22	■ <b>4.1a(3)</b> Homesites both burdened and benefitted by front and rear side yard easements shall be Homesites 2 through 7, 10 through 14, 17 through 22, 25 through 27, 30 through 35, and 38 through 42. Homesites burdened by not benefitted by front and rear side yard easements shall be Homesites 1, 15, 23, 24, 29 and 43. Homesites benefitted but not burdened by front and rear side yard easements shall be Homesites 8, 9, 16, 28, 36 and 37.			■					

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

	A	B	C	D	E	F	G	H	I
1	<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>		VILLAS						
2		9	16	22	27	34	37	41	
23	■ <b>4.1a(3)</b> Homesites both burdened and benefitted by front and rear side yard easements shall be Homesites 2 through 8, 11 through 14, 17, 18, 21 through 23, 26 through 29 and 32 through 35. Homesites burdened by not benefitted by front and rear side yard easements shall be Homesites 9, 15, 19, 24, 30 and 36. Homesites benefitted but not burdened by front and rear side yard easements shall be Homesites 1, 10, 16, 20, 25 and 31.					■			
24									
25	■ <b>4.1a(3)</b> Homesites both burdened and benefitted by front and rear side yard easements shall be Homesites 2 through 5, 8 through 11, 14 through 16, 19 and 20. Homesites burdened by not benefitted by front and rear side yard easements shall be Homesites 1, 12, 13 and 21. Homesites benefitted but not burdened by front and rear side yard easements shall be Homesites 6, 7, 17 and 18.					■			
26	■ <b>4.1a(3)</b> Homesites both burdened and benefitted by front and rear side yard easements shall be Homesites 2 through 6, 9 through 12, 15 through 18, 21 through 24 and 27 through 30. Homesites burdened by not benefitted by front and rear side yard easements shall be Homesites 7, 8, 19, 20 and 31. Homesites benefitted but not burdened by front and rear side yard easements shall be Homesites 1, 13, 14, 25 and 26.						■		
27	■ <b>4.1a(3)</b> Homesites both burdened and benefitted by front and rear side yard easements shall be Homesites 2 through 8, 11 through 21, 24 through 31, 34 through 42, 47 through 51, 54 through 58, 61 through 66, 69 through 74, 77 through 82 and 85 through 90. Homesites burdened by not benefitted by front and rear side yard easements shall be Homesites 1, 10, 23, 33, 45, 46, 59, 60, 75, 76 and 91. Homesites benefitted but not burdened by front and rear side yard easements shall be Homesites 9, 22, 32, 43, 44, 52, 53, 67, 68, 83 and 84.								■
28									
29	■ <b>4.4c</b> No dwelling unit or other structure of any kind including fenceing shall be built, erected, or maintained on any such easement either created in this Declaration or as shown on the Plat, or by reservation or right of way, except that patios and walks may be constructed by the dominant tenement over the easements reserved over the the strip of land running along the side Homesite lot line of each Homesite and also except for the white picket fence as originally constructed by the Developer.	■							
30	■ <b>4.4b(3)</b> Easements for the installation and maintenance of underground utilities, cable television and sanitary sewer and storm drainage facilities are hereby resered over reserved or dedicated areas, and the rear 7 1/2 feet, the front 7 1/2 feet and 5 feet along the side lot lines of each Homesite. No dwelling unit or other structure of any kind including fencing shall be built, erected or maintained on any such easement either created in this Declaration or as show on the Plact or by reservation or right of way, except that patios and walks may be constructed by the dominant tenement over the easements reserved over the strip of land running along the side Homesite lot line of each Homesite and also except for the walls, fences and other improvement soriginally constructed by the Developer.		■	■	■	■	■	■	■
31	■ <b>6 (a) Front Yard Garage Setbacks.</b> Except for garages originally constructed by Developer, garages shall not be constructed, placed or installed within the front yard garage setbacks described in attachment "A". (b) <b>Front, Side and Rear Setbacks.</b> Except for improvements originally constructed by the Developer, the following shall not be constructed, placed or installed within the front, side and rear yard improvement setbacks described in Exhibit "A". Homes, additions to Homes, garages, fences, walls, screen cages, arbors, trellises, gazebos, pool and spas (provided however, pool and spa pumps, filters and associated equipment are not prohibited), patios, fireplaces and fire pits, outdoor living areas, and other similar improvements.	■	■	■	■	■	■	■	■

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

	A	B	C	D	E	F	G	H	I
1	<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>		VILLAS						
2		9	16	22	27	34	37	41	
32	■ <b>4.4(b)</b> The Owners of Homesites subject to Sign Maintenance Easements shall keep all landscaping and improvements therein neat and clean and the grass cut and edged at all times, except for improvements for maintenance of which a public authority is responsible.					■	■		
33	■ <b>5.1</b> There shall be only one Home on each Homesite. All Homes must have garages and be of at least 1,050 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 4/12 rise and run roof pitch. The Home shall be a conventionally built and which must be placed on the Homesite and constructed by the Developer, or its designee, of a design approved by the Developer 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 Developer including the roof over garages, screen porches, utility rooms, etc. and all areas must have ceilings.	■	■	■	■	■	■	■	
34	■ <b>5.8</b> No fence, hedge, wall or other dividing instrumentality shall be constructed or maintained on any Homesite, except for any fencing originally constructed by the Declarant or 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.	■	■	■	■	■	■	■	
35	■ <b>5.8</b> 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.	■	■	■	■	■	■	■	
36	■ <b>5.9</b> 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 Developer, nor shall any Owner paint or attach any object to any wall and/or fence without prior architectural review committee approval.	■	■	■	■	■	■	■	
37	■ <b>5.17</b> Individual mailboxes may not be located upon a Homesite.	■	■	■	■	■	■	■	
38									
39	■ <b>5.20</b> 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.	■	■	■	■	■	■	■	
40	■ <b>5.21</b> 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.	■	■	■	■	■	■	■	
41	■ <b>5.22</b> Temporary parking depicted on the Plat of the Subdivision is not for Owner's use but is for the use of Owner's invitees and guests.	■	■	■	■	■	■	■	

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

	A	B	C	D	E	F	G	H	I
1	<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>		VILLAS						
2		9	16	22	27	34	37	41	
42	<p>■ <b>5.23</b> In an effort to protect limited natural resources, all Homesites shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by the Developer. Notwithstanding: (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.</p>	■	■	■	■	■	■	■	
43	<p>■ <b>6(a)(b) Front Yard Garage Setbacks:</b> Except for garages originally constructed by by Developer, garages shall not be constructed, placed, or installed within the front yard garage setbacks described in the attached Exhibit "A". <b>Front, Side and Rear Yard Improvement Setbacks:</b> Except for improvements originally constructed by Developer, the following shall not be constructed, placed or installed within the front, side and rear yard improvement setbacks described in the attached Exhibit "A". Homes, additions to Homes, garages, fences fences, walls, screenb cages, arbors, trellises, gazebos, pools and spas (provided however, pool and spa pumps, filters and associated equipment are not prohibited), patios, fireplaces and fire pits, outdoor living areas and other similar improvements.</p>	■	■	■	■	■	■	■	
44	<p>■ <b>7.1(a)</b> Subject to the requirements set forth herein, each Owner shall at his sole cost and expense, repair his residence other than as otherwise provided for herein, keeping the same 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 his driveway. Owner's of Homesites subject to a Special Easement for Landscaping, as shown on the plat or described in Article IV 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 those provisions of the City of Wildwood Subdivision regulations requiring Landscaped Buffer areas. Additionally, for those Owners of Homesites adjoining perimeter security walls and/or fences originally constructed by the Declarant or the Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and/or fences adjoining the Owner's Homesite whether on the Owner's Homesite or on adjacent Homesite, reserved area or dedicated area.</p>	■	■	■	■	■	■	■	
45	<p>■ <b>7.1(a) (cont'd)</b> Where a wall and/or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall and/or fence shall be shared among the respective Owner's served by such wall and/or fence. Such Owner's are encouraged to maintain the walls and/or fences in a cooperative and uniform manner with the adjacent Homesite Owner's so as to present to the public a uniform and well maintained appearance of the Subdivision as a whole. Owner's of Homesites adjoining stack block walls, perimeter security walls, fences or Landscaped Buffers shall maintain up to such wall, fence or Landscaped Buffer whether or not such area is within or outside the Homesite.</p>	■							

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

	A	B	C	D	E	F	G	H	I
1	<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>		VILLAS						
2		9	16	22	27	34	37	41	
46	<p>■ <b>7.1(a) (cont'd)</b> Where a wall and/or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and the structural integrity of the wall and/or fence shall be shared among the respective Owner's served by such wall and/or fence. Such Owner's are encouraged to maintain the walls and/or fences in a cooperative and uniform manner with the adjacent Homesite Owner's so as to present to the public a uniform and well maintained appearance of the Subdivision as a whole. Owner's of Homesites adjoining stack block walls, perimeter security walls, fences or Landscaped Buffers shall maintain up to such wall, fence or Landscaped Buffer whether or not such area is within or outside the Homesite. If an Owner's Homesite has a wall and/or fence between the Homesite and an adjoining roadway the Owner will maintain the interior, exterior and structural integrity of the wall and/or fence and the landscaping line between the wall and/or fence and adjoining roadway unless the maintenance is performed by the District pursuant to Article II.</p>		■	■	■	■	■	■	
47	<p>■ <b>7.1b</b> Owner shall be responsible for all wall and/or fence maintenance not assumed by the District in Article II, section 1. 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 Owners' Homesites whether on the Owner's Homesite or on an adjacent Homesite, reserved area, or dedicated area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repairing the structural integrity of the wall or fence shall be shared among the respective Owner's served by such wall and/or fence. If a Owners Homesite has a wall and/or fence between the Homesite and an adjoining roadway, the Owner will maintain the interior, exterior and structural integrity of the wall and/or fence and the landscaping line between the wall and/or fence and adjoining roadway unless the maintenance is performed by the District pursuant to Article II. ■ <b>7.4</b> If an Owner does not adhere to the above regulation, then the work may be performed on behalf of the Owner by the Developer, or its designee, but the Developer, or its designee, shall not be obligated to perform such work, and the cost shall be charged to the Owner.</p>	■	■	■	■	■	■	■	
48	<p>■ <b>7.3 Each Owner shall</b> 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. <b>7.4</b> If an Owner does not adhere to the above regulation, then the work may be performed on behalf of the Owner by the Developer, or its designee, but the Developer, or its designee, shall not be obligated to perform such work, and the cost shall be charged to the Owner.</p>	■	■	■	■	■	■	■	
49									
50	<p>■ <b>8</b> 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.</p>	■	■	■	■	■	■	■	
51	<p>■ <b>10.1</b> 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 an architectural review committee and shall grant 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 40 D-4 F.A.C., approved and on file with the Southwest Florida Water Management District.</p>	■							





**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

	A	B	C	D	E	F	G	H	I
1	<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>		VILLAS						
2		9	16	22	27	34	37	41	
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**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>		613	614	615	616	617	618	619	620	621	622	623	624	625	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740			
■ 5.10 No aerials, satellite reception dishes, or antennas of any kind nor window air-conditioners or irrigation wells are permitted within the Subdivision, except as specifically allowed by lawn.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<b>Fines</b>	<b>Per day of con't viol</b>																																							
<b>\$50.00</b>	<b>\$25.00</b>																																							
■ 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.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<b>Fines</b>	<b>Per day of con't viol</b>																																							
<b>\$50.00</b>	<b>\$25.00</b>																																							
■ 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 outside for collection, all garbage will be contained in plastic bags prescribed by Developer and placed curbside no earlier than the day before scheduled pick-up. All garbage must be contained in fully enclosed and sealed plastic bags prescribed by the Developer.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<b>Fines</b>	<b>Per day of con't viol</b>																																							
<b>\$50.00</b>	<b>\$25.00</b>																																							
■ 5.4 . 5.24 Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
<b>Fines</b>	<b>Per day of con't viol</b>																																							
<b>\$50.00</b>	<b>\$25.00</b>																																							
■ 4.1a(3) Homesites both burdened and benefitted by rear side yard easements shall be Homesites 2, 5 through 7, 10 through 16, 19 through 22, 25 through 33, 36 through 39 and 42 through 45. Homesites burdened but not benefitted by rear side yard easements shall be Homesites 3, 8, 17, 23, 24, 40, and 41. Homesites benefitted but not burdened by rear side yard easements shall be Homesites 1, 4, 9, 18, 34, 35 and 46.		■																																						
■ 4.1a(3) Homesites both burdened and benefitted by side yard easements shall be Homesites 3 through 10, 14 through 19, 22 through 25, 29 through 38, 45 through 51 and 54 through 58. Homesites burdened but not benefitted by side yard easements shall be Homesites 11, 20, 21, 28, 40, 52 and 53. Homesites benefitted but not burdened by side yard easements shall be Homesites 2, 13, 26, 39, 41, 44 and 59. Homesites that are neither burdened or benefitted by side yard easements shall be Homesites 1, 12, 27, 42, 43 and 60.		■																																						
■ 4.1a(3) Homesites both burdened and benefitted by side yard easements shall be Homesites 3, 6 through 9, 14 through 17, 19 through 30, 33 through 42, 46 through 51 and 56 through 62. NOTE: The side yard easement burdening Lot 19, shall benefit Lot 20 of Sand Pine Villas, according to the plat thereof recorded in Plat Book 16, pages 12 through 12A public records of Sumter County Florida. Homesites burdened but not benefitted by side yard easements shall be Homesites 4, 5, 18, 31, 32, 45 and 63. Homesites benefitted but not burdened by side yard easements shall be Homesites 2, 10, 13, 43, 52 and 55. Homesites that are neither burdened or benefitted by side yard easements shall be Homesites 1, 11, 12, 44, 53 and 54.		■																																						
■ 4.1a(3) Homesites both burdened and benefitted by rear side yard easements shall be Homesites 2 through 13, 20 through 34, 37, 38, 41, 44 through 51 and 54 through 61. Homesites burdened but not benefitted by rear side yard easements shall be Homesites 14, 16, 19, 36, 40, 52 and 53. Homesites benefitted but not burdened by rear side yard easements shall be Homesites 1, 15, 35, 39, 42, 43 and 62. Homesites that are neither burdened or benefitted by rear side yard shall be Homesites 17 and 18.					■																																			

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

NOTE: Any Repeat Violation may be fined up to \$500 per day.	613	614	615	616	617	618	619	620	621	622	623	624	625	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740			
■ 4.1a(3) Homesites both burdened and benefitted by rear side yard easements shall be Homesites 2 through 10, 13 through 20, 23 through 29, 32 through 36, 39, 40, 43 through 47 and 50 through 54. Homesites burdened but not benefitted by rear side yard easements shall be Homesites 11, 21, 22, 31, 38, 48 and 49. Homesites benefitted but not burdened by rear side yard easements shall be Homesites 1, 12, 30, 37, 41, 42 and 55.						■																																	
■ 4.1a(3) Homesites both burdened and benefitted by side yard easements shall be Homesites 3 through 19, 22 through 25, 29 through 36, 41 through 44, 50 through 57 and 60 through 67. Homesites burdened but not benefitted by side yard easements shall be Homesites 20, 21, 28, 45, 58 and 59. Homesites benefitted but not burdened by side yard easements shall be Homesites 2, 26, 37, 40, 49 and 68. Homesites that are neither burdened or benefitted shall be Homesites 1, 27, 38, 39, 46, 47, 48 and 69.						■																																	
■ 4.1a(3) Homesites both burdened and benefitted by rear side yard easements shall be Homesites 2 through 18, 21 through 27, 30 through 42, 45 through 49, 52 through 63 and 66 through 77. Homesites burdened but not benefitted by rear side yard easements shall be Homesites 19, 28, 29, 44, 64 and 65. Homesites benefitted but not burdened by rear side yard easements shall be Homesites 1, 20, 43, 50, 51 and 78.							■																																
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■ 4.1a(3) Homesites both burdened and benefitted ut front and rear side yard easements shall be Homesites 2 through 16, 19 through 27, 30 through 36, 39 through 43, 46, 47, 50 through 56 and 59 through 65. Homesites burdened but not benefitted by front and rear side yard easements shall be Homesites 17, 28, 37, 44, 48, 49 and 58. Homesites benefitted but not burdened by front and rear side yard easements shall be Homesites 1, 18, 29, 38, 45, 57 and 66.									■																														
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■ 4.1a(3) Homesites both burdened and benefitted by side yard easements shall be Homesites 3 through 11, 14 through 17, 21 through 25, 29, 30, 33, 38, 39, 42 and 43. Homesites burdened but not benefitted by side yard easements shall be Homesites 12, 13, 20, 28, 32, 40 and 41. Homesites benefitted but not burdened by side yard easements shall be Homesites 2, 18, 26, 31, 34, 37 and 44. Homesites that are neither burdened or benefitted by side yard easements shall be Homesites 1, 19, 27, 35, 36 and 45.											■																												
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**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

NOTE: Any Repeat Violation may be fined up to \$500 per day.	613	614	615	616	617	618	619	620	621	622	623	624	625	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740				
■ <b>4.1a(3)</b> Homesites both burdened and benefitted by rear side yard easements shall be Homesites 2, 3, 6 through 11, 14 through 19, 22 through 29, 32 through 34, 37, 40 through 45 and 48 through 53. Homesites burdened but not benefitted by rear side yard easements shall be Homesites 1, 5, 20, 30, 31, 36, 39 and 54. Homesites benefitted but not burdened by rear side yard easements shall be Homesites 4, 12, 13, 21, 35, 38, 46 and 47.																																								
■ <b>4.1a(3)</b> Homesites both burdened and benefitted by rear side yard easements shall be Homesites 2, 3, 6, 7, 10 through 17, 20 through 36, 39 through 46, 49 through 51, 54 through 64 and 67 through 78. Homesites burdened but not benefitted by rear side yard easements shall be Homesites 4, 5, 18, 37, 38, 48, 53 and 79. Homesites benefitted but not burdened by rear side yard easements shall be Homesites 1, 8, 9, 19, 47, 52, 65 and 66.																																								
■ <b>4.1a(3)</b> Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 16, 21, 22, 26 through 33, 36, 37, 42, 46, 47, 50, 53, 54, 58 and 59. Homesites burdened but not benefitted but side yard easements shall be Homesites 1, 23, 34, 35, 43, 48, 49, 52 and 60. Homesites benefitted but not burdened by side yard easements shall be Homesites 17, 20, 25, 38, 41, 45, 51, 55 and 57. Homesites that are neither burdened or benefitted by side yard easements shall be Homesites 18, 19, 24, 39, 40, 44 and 56.																																								
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■ <b>4.1a(3)</b> Homesites both burdened and benefitted by front and rear side yard easements shall be Homesites 2 through 22, 25 through 33, 36 through 38, 41 through 45, 48 through 52 and 55 through 59. Homesites burdened but not benefitted by front and rear side yard easements shall be Homesites 23, 34, 35, 40, 53 and 54. Homesites benefitted but not burdened by front and rear side yard easements shall be Homesites 1, 24, 39, 46, 47 and 60.																																								
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**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

NOTE: Any Repeat Violation may be fined up to \$500 per day.	613	614	615	616	617	618	619	620	621	622	623	624	625	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740			
■ <b>4.1b(3)</b> Homesites both burdened and benefitted by driveway and/or front side yard and landscaping easements shall be Homesites 2 through 12, 15 through 19, 22 through 30, 33, 36, 39 through 44 and 47 through 52. Homesites burdened but not benefitted by driveway and/or front side yard and landscaping easements shall be Homesites 1, 14, 31, 34, 37, 38 and 53. Homesites benefitted but not burdened by driveway and/or front side yard and landscaping easements shall be Homesites 13, 20, 21, 32, 35, 45 and 46.														■																									
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■ <b>4.1b(3)</b> Homesites both burdened and benefitted by driveway and/or front side yard and landscaping easements shall be Homesites 2, 3, 6 through 11, 14 through 19, 22 through 29, 32 through 34, 37, 40 through 45 and 48 through 53. Homesites burdened but not benefitted by driveway and/or front side yard and landscaping easements shall be Homesites 4, 12, 13, 21, 31, 38, 46 and 54. Homesites benefitted but not burdened by driveway and/or front side yard and landscaping easements shall be Homesites 1, 5, 20, 30, 35, 36, 39 and 47.																																							
■ <b>1.a</b> Homesites both burdened and benefitted by front side yard easements shall be Homesites 2 through 18, 21 through 27 and 45 through 49. Homesites burdened but not benefitted by front side yard easements shall be Homesites 19, 28 and 44. Homesites benefitted but not burdened by front side yard easements shall be Homesites 1, 20 and 50.							■																																
■ <b>1.a</b> Homesites both burdened and benefitted by front side yard easements shall be Homesites 19 through 22 and 35 through 39. Homesites burdened but not benefitted by front side yard easements shall be Homesites 18 and 34. Homesites benefitted but not burdened by front side yard easements shall be Homesites 23 and 40.								■																															

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>	613	614	615	616	617	618	619	620	621	622	623	624	625	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740			
<p>■ <b>4.4a</b> 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. 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. (b) No dwelling unit or other structure of any kind including fencing shall be built, erected, or maintained on any such easement either created in this declaration or as shown on the plat, or by reservation or right of way, except that patios and walks may be constructed by the dominant tenement over the easements reserved over the strip of land running along the side Homesite lot line of each Homesite, and also except for the white picket fence as originally constructed by the developer.</p>																																							
<p>■ <b>4.4a</b> 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. 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. (b) No dwelling unit or other structure of any kind including fencing shall be built, erected, or maintained on any such easement either created in this declaration or as shown on the plat, or by reservation or right of way, except that patios and walks may be constructed by the dominant tenement over the easements reserved over the strip of land running along the side Homesite lot line of each Homesite, and also except for the walls, fences and other improvements originally constructed by the developer.</p>																																							
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<p>■ <b>4.4a</b> Easements for installation and maintenance of underground utilities, cable television, sanitary sewer and storm drainage facilities, 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. (b) No dwelling unit or other structure of any kind including fencing shall be built, erected, or maintained on any such easement either created in this declaration or as shown on the plat, or by reservation or right of way, except that patios and walks may be constructed by the dominant tenement over the easements reserved over the strip of land running along the side Homesite lot line of each Homesite, and also except for the white picket fence as originally constructed by the developer.</p>																																							
<p>■ <b>4.4b</b> 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 for 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. 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 area in any manner which would damage the servient tenement.</p>																																							



**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>	613	614	615	616	617	618	619	620	621	622	623	624	625	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740				
<p>■ 4.4b 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 for 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; provided, however, the Owner of the servient tenement may trim any landscaping immediately adjacent to the servient tenements driveway so the Owner of the servient tenement can open the doors of, and enter and exit automobiles parked within such driveway without material obstruction. 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 area in any manner which would damage the servient tenement.</p>							■	■						■		■	■																							
<p>■ 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 therefor by the Developer or an architectural review committee appointed by the Developer.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<p>■ 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 similar plant may be placed within the road right-of-way.</p>	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<p>■ 9 All outside structures for storage or utility purposes must be permanently constructed additions and of like construction as originally constructed by Developer and permanently attached to the Home.</p>																																								

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■ 5.7 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.																																							
■ 5.8 No colored coating is permitted without the prior written consent of the Developer, its designee, or an architectural review committee appointed by the Developer or its designee.																																							
■ 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 Developer nor shall any Owner paint or attach any object to any wall																																							
■ 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 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 SWFWMD.																																							
■ 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 SWFWMD pursuant to Chapter 40D-4.																																							
■ 5.20 Except as originally constructed by the Developer, no driveways, walkways, cartpaths or access shall be located on or permitted to any road right-of-way, walkways or cart path.																																							
■ 5.22 In an effort to protect limited natural resources, all Homesites shall remain finished with the same quantity and style of water-conservative, drought tolerant sod and landscape as originally provided by the Developer.																																							
■ 6.2 Owners are prohibited from utilizing or constructing private wells or other sources of irrigation water within the Subdivision.																																							
■ 6.1 Wells are prohibited.																																							
■ 7.1 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. 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 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 the above 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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<p>■ 7.1 Each Owner shall paint and keep clean all fences and walls. The gate of the gate fence or wall shall be maintained by the Owner enjoying the use of the adjacent side yard easement. Owners shall be responsible for maintenance and repair of the structural integrity of all walls and fences serving the Owners Homesites whether on the Owners Homesite or on an adjacent Homesite, reserved area, or dedicated area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repairing the structural integrity of the wall or fence shall be shared among the respective Owners served by such walk 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 to the exterior surface and structural integrity of the wall and/or fence. The Owners of Homesites and 17 and 18 which adjoin Purslane Place shall clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesites to the centerline of the unpaved right of way adjoining such Homesites, and shall also mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. The Owners of Homesites on the perimeter of the Subdivision who must maintain the exterior of the fence and/or walls 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 Developer or the Architectural Control Committee for paint specifications.</p>																																						
<p>■ 7.1a (v) Owners of Homesites 8 and 9 which adjoin Julia Court shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. Similarly, the Owners of Homesites 23 and 24 which adjoin Redbud Lane shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites.</p>																																						
<p>■ 7.1 For those Owners Homesites adjoining walls and/or fences originally constructed by the Declarant or Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and/or fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and structural integrity of the wall and/or fence shall be shared among the respective Owners served by such wall and/or fence. Such Owners are encouraged to maintain the walls and/or 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 Developer or the architectural review committee for paint specifications. Owners of Homesites adjoining stack block wall, perimeter security walls, fences or landscape buffers shall maintain up to such wall, fence or landscape buffer whether or not such area is within or outside of the Homesite. If an Owner's Homesite has a wall and/or fence between the Homesite and an adjoining roadway, the Owner will maintain the interior, exterior and structural integrity of the wall and/or fence and the landscaping</p>																																						
<p>■ 7.3 The Owners of Homesites 11 and 12 which adjoin Sand Pine Terrace shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. Similarly, the Owners of Homesites 20 and 21 which adjoin Cordgrass Court shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. Similarly, the Owners of Homesites 27 and 28 which adjoin Sea Oats Lane shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites.</p>																																						
<p>■ 2.(d) (1)(2) Maintenance and repair to the wall and/or fence adjoining (1) Homesites 11 and 12 adjacent to the right of way of Sand Pine Terrace; and (2) Homesites 27 and 28 adjacent to the right of way of Sea Oats Lane.</p>																																						

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<p>■ 7.1 For those Owners Homesites adjoining perimeter security walls or fences originally constructed by the Declarant or Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and/or fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall and/or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and structural integrity of the wall and/or fence shall be shared among the respective Owners served by such wall and/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. The Homesite Owner must contact the Developer or the architectural review committee for paint specifications. Owners of Homesites adjoining stack block wall, perimeter security walls, fences or landscaped buffers shall maintain up to such wall, fence or landscaped buffer whether or not such area is within or outside of the Homesite.</p>				■																																			
<p>■ 7.3 The Owners of Homesites 11 and 12 which adjoin Buckeye Lane shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. Similarly, the Owners of Homesites 31 and 32 which adjoin Moon Flower Place shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites.</p>				■																																			
<p>■ 7.1 Each Owner shall paint and keep clean all fences and walls. The gate of the gate fence or wall shall be maintained by the Owner enjoying the use of the adjacent side yard easement. Owners shall be responsible for maintenance and repair of the structural integrity of all walls and fences serving the Owners Homesites whether on the Owners Homesite or on an adjacent Homesite, reserved area, or dedicated area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repairing the structural integrity of the wall or fence shall be shared among the respective Owners served by such wall 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 to the exterior surface and structural integrity of the wall and/or fence. The Owners of Homesites on the perimeter of the subdivision who must maintain the exterior of the fence and/or walls 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. Owners of Homesites 14 and 15 which adjoin Kestrel Street, shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. Similarly, the Owners of Homesites 35 and 36 which adjoin Black Bear Lane shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. All gates, walls and fences must be of a uniform color and type of paint. Owners intending to paint must contact the Developer of the Architectural Control Committee for paint specifications.</p>				■																																			
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<p>■ <b>7.1</b> Each Owner shall Homesites adjoining perimeter security walls or fences originally constructed by the Declarant or Developer. Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and/or fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall and/or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and structural integrity of the wall and/or fence shall be shared among the respective Owners served by such wall and/or fence. Such Owners are encouraged to maintain the 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. The Homesite Owner must contact the Developer or the architectural review committee for paint specifications. Owners of Homesites adjoining stack block wall, walls, fences or landscaped buffers shall maintain up to such wall, fence or landscaped buffer whether or not such area is within or outside of the Homesite. If an Owners Homesite has a wall and/or fence between the Homesite and an adjoining roadway, the Owner will maintain the interior, exterior and structural integrity of the wall and/or fence and the landscaping line between the wall and/or fence and adjoining roadway, unless the maintenance is performed by the District pursuant to Article II.</p>																																							
<p>■ <b>7.3</b> The Owners of Homesites 20 and 21, 27 and 28 and 38 and 39 shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites.</p>						■																																	
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<p>7.1 For those Owners Homesites adjoining walls or fences originally constructed by the Declarant or Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and/or fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall and/or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and structural integrity of the wall and/or fence shall be shared among the respective Owners served by such wall and/or fence. Such Owners are encouraged to maintain the 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. The Homesite Owner must contact the Developer or the architectural review committee for paint specifications. Owners of Homesites adjoining stack block wall, walls, fences or landscaped buffers shall maintain up to such wall, fence or landscaped buffer whether or not such area is within or outside of the Homesite. If and Owners Homesite has a wall and/or fence between the Homesite and an adjoining roadway the Owner will maintain the interior, exterior and structural integrity of the wall and/or fence and the landscaping line between the wall and/or fence and adjoining roadway, unless the maintenance is performed by the District pursuant to Article II.</p>																																								

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<p>■ 7.3 The Owners of Homesites 11 and 12 and 39 and 40 shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. The Owner of Homesite 28 shall mow and maintain in a neat and clean manner all unpaved right of way immediately in front of such Homesite.</p>											■																											
<p>■ 7.1 For those Owners Homesites adjoining walls or fences originally constructed by the Declarant or Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and/or fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall and/or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and structural integrity of the wall and/or fence shall be shared among the respective Owners served by such wall and/or fence. Such Owners are encouraged to maintain the 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. The Homesite Owner must contact the Developer or the architectural review committee for paint specifications. Owners of Homesites adjoining stack block wall, walls, fences or landscaped buffers shall maintain up to such wall, fence or landscaped buffer whether or not such area is within or outside of the Homesite. If and Owners Homesite has a wall and/or fence between the Homesite and an adjoining roadway the Owner will maintain the interior, exterior and structural integrity of the wall and/or fence and the landscaping line between the wall and/or fence and adjoining roadway, unless the maintenance is performed by the District pursuant to Article II.</p>											■																											
<p>■ 7.3 The Owners of Homesites 12 and 13 which adjoin Howell Terrace; Owners of Homesites 19 and 20 which adjoin Knapp Street; and Owners of Homesites 27 and 28 which adjoin Evatt Place, shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites.</p>											■																											
<p>■ 7.1 For those Owners Homesites adjoining perimeter security walls and/or fences originally constructed by the Declarant or Developer, Owners shall be responsible for maintenance and repairs of the surface and structural integrity of the walls and/or fences adjoining the Owners Homesite whether on the Owners Homesite or on an adjacent Homesite, reserved area or dedicated area. Where a wall and/or fence adjoins more than one Homesite, the cost of maintaining and repairing the surface and structural integrity of the wall and/or fence shall be shared among the respective Owners served by such wall and/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. The Homesite Owner must contact the Developer or the architectural review committee for paint specifications. Owners of Homesites adjoining stack block wall, perimeter security walls, fences or landscaped buffers shall maintain up to such wall, fence or landscaped buffer whether or not such area is within or outside of the Homesite.</p>											■																											
<p>■ 7.3 The Owners of Homesites 11 and 12 which adjoin Sweetgum Street; Owners of Homesites 20 and 21 which adjoin Beard Road; and Owners of Homesites 30 and 31 which adjoin Beard Road, shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites.</p>											■																											

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<p>■ 7.1 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 Owners Homesite or on an adjacent Homesite, reserved area, or dedicated area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repairing the structural integrity of the wall 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 to the exterior surface and structural integrity of the wall and/or fence. The Owners of Homesites on the perimeter of the subdivision who must maintain the exterior of the fence and/or walls 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. Owners of Homesites 13 and 14 which adjoin Cason Court; and the Owners of Homesites 20 and 21 which adjoin Robbs Road; and the Owners of Homesites 31 and 32 which adjoin Whitten Terrace shall clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesites to the centerline of the unpaved right of way adjoining such Homesites, and shall also mow and maintain in a neat and clean manner the area located between such Owners Homesites to the centerline of the unpaved right of way adjoining such Homesites. All gates, walls and fences must be of a uniform color and type of paint. Owners intending to paint must contact the Developer or the Architectural Control Committee for paint specifications.</p>																																						
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**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

<b>NOTE: Any Repeat Violation may be fined up to \$500 per day.</b>	613	614	615	616	617	618	619	620	621	622	623	624	625	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740				
<p>■ <b>7.3</b> The Owners of Homesites 23 and 24, 34 and 35 shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the center line of the unpaved right of way adjoining such Homesites.</p>																																								
<p>■ <b>7.1b</b> 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 area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repair the structural integrity of the wall or fence shall be shared among the respective Owners served by such wall or fence. Owners of Homesites that adjoining a roadway within the Subdivision in addition to maintaining the interior of such wall or fence, shall be responsible for maintenance and repair of the exterior surface and structural integrity of the wall and/or fence. If an Owner's Homesite has a wall and/or fence between the Homesite and an adjoining roadway, the Owner will maintain the interior, exterior and structural integrity of the wall and/or fence and the landscaping lying between the wall and/or fence and adjoining roadway unless the maintenance is performed by the District pursuant to ARTICLE II. ■ <b>7.2</b> If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner and the cost shall be charged to the Owner.</p>																																								
<p>■ <b>7.3</b> The Owners of Homesites 24 and 25 which adjoin Kate court and the Owners of Homesites 37 and 38, which adjoin Zajac Avenue shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the center line of the unpaved right of way adjoining such Homesites.</p>																																								
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<p>■ <b>7.3</b> The Owners of Homesites 10 and 11, which adjoin Ryan Road and the Owners of Homesites 21 and 22 and 31 and 32, which adjoin Weaver Avenue shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the center line of the unpaved right of way adjoining such Homesites.</p>																																								
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<p>■ <b>7.3</b> The Owners of Homesites 10 and 11, and Homesites 21 and 22 which adjoin Hurrst Street and Homesites 31 and 32 which adjoin Trulli Terrace shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the center line of the unpaved right of way adjoining such Homesites.</p>																																								

**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

NOTE: Any Repeat Violation may be fined up to \$500 per day.	613	614	615	616	617	618	619	620	621	622	623	624	625	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740				
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<p>■ <b>7.3</b> The Owners of Homesites 18 and 19, which adjoin Dyson Loop and the Owners of Homesites 24 and 25 which adjoin Fry Terrace shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the center line of the unpaved right of way adjoining such Homesites.</p>																							■	■																
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<p>■ <b>7.3</b> The Owners of Homesites 9 and 10 which adjoin Priscilla Loop and the Owners of Homesites 26 and 27 which adjoin Jeffers Terrace shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the center line of the unpaved right of way adjoining such Homesites.</p>																																								
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<p>■ <b>7.3</b> The Owners of Homesites 13 and 14 which adjoin Marja Street and the Owners of Homesites 22 and 23 which adjoin Fortuna Terrace shall mow and maintain in a neat and clean manner the area located between such Owners Homesites to the center line of the unpaved right of way adjoining such Homesites.</p>																																								









**EXTERNAL DEED RESTRICTIONS AND FINE SCHEDULE FOR DISTRICT #12**

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Pressure washing / trimming of hedges/shrubbery																																								
\$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 - <b>\$150 initial fine, \$50 per day of continued violation</b>																																								
All other infractions of Maintenance and Modification restrictions																																								
<b>Fines per day of con't viol.</b>																																								
<b>\$150.00 \$50.00</b>																																								
■ 5.6 No livestock, or poultry of any kind shall be raised, bred or kept on any Homesite or on dedicated or reserved areas.																																								
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<b>Fines per day of con't viol.</b>																																								
<b>\$50.00 \$25.00</b>																																								
■ 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.																																								
<b>Fines per day of con't viol.</b>																																								
<b>\$50.00 \$25.00</b>																																								
<b>Fines</b>																																								
Tree Removal without written approval																																								
<b>Fine \$500.00</b>																																								
■ 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.																																								
<b>Fines</b>																																								
Inoperable vehicle or equipment																																								
<b>Fines per day of con't viol.</b>																																								
<b>\$150.00 - \$50.00</b>																																								
All other infractions of Trucks/RV/Parking restrictions:																																								
<b>Fines per day of con't viol.</b>																																								
<b>\$150.00 \$50.00</b>																																								
■ 5.13 Each owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 p.m. to one (1) hour before daylight.																																								
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<b>per day of con't viol.</b>																																								
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**RULES OF THE  
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12**

**CHAPTER I**

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

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

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

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

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

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

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

any applicable declarations of covenants and restrictions, 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 incorporated herein by this reference. In sum, the Procedures provide, among other things, a process for initiating and receiving complaints regarding Deed Restriction violations, time frames for coming into compliance, fine schedules, and for the recording of the Order of Enforcement in the Public Records of Sumter County, Florida.

**C) Deed Restrictions.** The Board hereby adopts by this Rule portions of the applicable Deed Restrictions that relate to limitations or prohibitions that apply to the external appearances or uses of Homesites or that are consistent with the requirements of a development order or regulatory agency permit. A detailed list of the exact Deed Restrictions being adopted by this Rule for possible enforcement by the District is included in the Procedures for Compliance of External Deed Restrictions and Schedule for Fines, attached as Appendix "B".

**D) Fines/Attorneys' Fees/Costs.** Fines may be imposed for violations of this Rule. In addition, the Board shall require that each Owner reimburse the District for attorneys' fees and costs incurred by the Board in enforcing the Deed Restrictions against the Owner. The Board hereby adopts the Procedures for Compliance of External Deed Restrictions and Schedule for Fines, included within attached Appendix "B", to be followed when imposing fines for violations of the Deed Restrictions adopted by this Rule. The Board shall make all final decisions regarding the imposition of fines, if any, at a Public Hearing. The Board finds that the fines are reasonable and are correlated to the costs associated with deed compliance such as but not limited to the costs of inspections, site visits, notice costs and costs of related meetings and hearings.

**E) Compliance Mechanisms.** The Board hereby adopts by this Rule, which includes Appendix “B,” all the Compliance Mechanisms contained in the Deed Restrictions that apply to the external appearances or uses of Homesites, including the requirement for Owner’s to reimburse the District for attorneys’ fees and costs expended by the District in enforcement of such Compliance Mechanisms. Such Compliance Mechanisms include but are not limited to:

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

**F) Enforcement Remedies.** The District shall have the right but not the duty to enforce the Deed Restrictions adopted by this Rule. In accordance with the Statute, the District has the right to enforce this Rule and the fines imposed thereby in circuit court through injunctive relief. The Statute also provides that the District can adopt by rule all or certain portions of deed restrictions that relate to enforcement remedies that apply to the external appearances or uses of Homesites. The Board hereby adopts by this Rule all the enforcement remedies that apply to the external appearances or uses of Homesites found within the Deed Restrictions adopted herein. Such enforcement remedies include but are not limited to the District’s right to seek injunctive relief, 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. 12.

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

**HISTORY:** New September 9, 2021  
Amended and Restated August 11, 2022  
Amended and Restated October 12, 2023

## **Appendix B**

### **Procedures for Compliance Of External Deed Restrictions and Schedule for Fines for Village Community Development District No. 12**

#### **I. PURPOSE AND INTENT:**

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

#### **II. PROCEDURE FOR COMPLIANCE:**

##### **Step 1. Complaints**

Complaints of possible Rule violations may be made by a homeowner of District 12 only. Complaints may be received by phone, fax, mail, electronic mail, online, or in person.

The complainant shall provide their name, unit and lot, and phone number, which shall be logged and retained for future follow-up and becomes part of the case record, which may become a public record. The complainant's name, unit and lot, and phone number will be verified to ensure the complainant is a homeowner of District 12. If the complainant does not provide his/her name, unit and lot, and phone number, or is not a homeowner of District 12, the complaint shall be logged; however, staff will not inspect the property to verify the complaint and the deed compliance process ends.

##### **Step 2. Inspection**

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

##### **Step 3. Notification**

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

- A. A **Deed Restriction Reminder Notice** is issued to the Owner. This is the first written notice that is either hand delivered to the Owner, occupant or left at the door if no one is home.
- B. A **telephone call** is made by deed compliance staff to the owner of record according to the County Property Appraiser's records at their local phone and any other known phone number.
- C. An **initial letter** is sent to the Owner of record of the property according to the County Property Appraiser's records in which the violation exists and any other known address. The letter shall identify the Rule violation and at a minimum shall also include the following:
  - i. The required action to remedy the violation.
  - 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 **2<sup>nd</sup> 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 16<sup>th</sup> day, as identified in the second notification, a site visit is made, photographic evidence taken, and if the violation still exists, a **3<sup>rd</sup> 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.**

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 or Deed Compliance Hearing Officer for the District, as the case may be, 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 or Deed Compliance Hearing Officer for the District, as the case may be, may order summary enforcement and abate the violation by entering an Emergency Order of Enforcement/Claim of Lien against the Owner at its next meeting.

### **Step 9. Enforcement**

If the property is still in violation two (2) days prior to the noticed Public Hearing, as indicated in the third notification or if it is a repeat violation, the Public Hearing will take place as noticed. At the Public Hearing the Deed Compliance Hearing Officer considers evidence and testimony related to the violation from the Owner, District staff and parties that will be substantially and directly affected by the outcome of the Board of Supervisors' decision. The Deed Compliance Hearing Officer may render a decision to dismiss the case, grant a continuance, find the Owner in violation of the Rule, provide a reasonable time to come into compliance, impose fines, order continued maintenance of the property, any other remedial action deemed necessary to bring the property into compliance and/or direct District Counsel to seek injunctive relief or other legal remedies as appropriate



against the Owner. Any Order of Enforcement/Claim of Lien entered by the Deed Compliance Hearing Officer shall require that the Owner reimburse Village Community Development District No. 12 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 10. Notification of Entry of Order of Enforcement/Claim of Lien and Opportunity to Appeal**

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, 984 Old Mill Run, The Villages, FL 32162. If the Owner properly requests a hearing to appeal the Order of Enforcement/Claim of Lien, the appeal will be brought before the Board of Supervisors or Deed Compliance Hearing Officer for the District at the next available meeting. The hearing on the appeal shall only be held to determine whether the Owner brought the property into compliance, as required by the Order of Enforcement/Claim of Lien. If the Board of Supervisors finds that the property was not brought into compliance as required by the Order of Enforcement/Claim of Lien then the Order of Enforcement/Claim of Lien shall immediately be recorded in the Public Records of Sumter County, Florida. If the Board of Supervisors finds that the property was brought into compliance as required by the Order of Enforcement/Claim of Lien then the Order of Enforcement/Claim of Lien shall not be recorded in the Public Records of Sumter County, Florida. If the Owner fails to request a hearing as provided herein then the Owner's right to a hearing shall be deemed as being waived and the Order of Enforcement/Claim of Lien shall be recorded in the Public Records of Sumter County, Florida, and it shall act as a lien against the Owner's real property until the real property is brought into compliance with the District's Rule to Bring about Deed Compliance and all fines, fees, and costs are paid in full.

### **III. GENERAL PROVISIONS:**

1. Mowing / Edging – If a property is found in non-compliance of the Rule's mowing and edging requirements, the Board may at the respective public hearing order continued maintenance of the property by the District at a re-occurring cost to the Owner in accordance with the Fine Schedule.

2. Pressure Washing / Hedging – If a property is found in non-compliance of the Rule’s pressure washing and/or hedge/shrubbery trimming requirement, the Board may at the respective public hearing order maintenance of the property to bring the property into compliance with the District’s Rule. Such maintenance may include: (a) pressure washing a home, driveway, walkway, fences, or walls; and/or (b) trimming hedges and shrubbery off the soffit and/or rain gutters of the home, and entry to the front door. The cost of any such maintenance shall be borne by and charged to the property owner and shall include the actual cost of maintenance plus an administrative fee in accordance with the Fine Schedule.

3. The District is responsible for approving alterations, changes, or modifications to the Homesite and exterior appearance and structure of the Homesite. No after-market change should be made to the Homesite without first gaining written approval. This includes but is not limited to: arbors, trellises, pergolas, pools, patios, screen cages, decks, awnings, fences, walls, enclosures, landscaping, driveway additions or coating/pavers, exterior re-painting and room additions to the home.

The District approval may be via an Architectural Review Committee created by district resolution or interlocal agreement.

4. Compliance Public Hearings will be held during regularly scheduled monthly or specially called meetings of the Board.

5. The information collected during the enforcement process is public information. If a resident wishes to find out who made a complaint against their property and that information is available, then it will be provided in accordance with Section 119.07 of Florida Statutes.

## **STATEMENT OF PURPOSE**

Village Community Development District No. 12 (“District”) proposes an amendment and restatement of Chapter I of its rules establishing The Rule to Bring About Deed Compliance (“Rule”) within the boundaries of the District.

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

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

- Establish procedures for Notification of Violations that Unreasonably Endanger the Health, Safety, or Welfare of District Residents; Emergency Procedure; Summary Enforcement.
- Establish procedures for Notification of Entry of Order of Enforcement/Claim of Lien.
- Remove ARC requirements for tree removal in Home Units.
- Establish a fine schedule for properties that hinder maintenance per an Order of Enforcement.
- Change the Procedures for Compliance process from receiving complaints anonymously from anyone to non-anonymous complaints received by Residents of District 12 only.

RESOLUTION 2024-01

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12, AMENDING AND RESTATING CHAPTER I OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT'S RULE ENTITLED "THE RULE TO BRING ABOUT DEED COMPLIANCE", WHICH INCLUDES AMONG OTHER THINGS, A MATRIX OF THE ADOPTED EXTERNAL DEED RESTRICTIONS THAT MAY BE ENFORCED AND A DETAILED PROCEDURE FOR COMPLIANCE OF THOSE EXTERNAL DEED RESTRICTIONS AND FINES FOR VIOLATIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Village Community Development District No. 12 ("District") has advertised its intent to amend and restate its Rule to Bring About Deed Compliance ("Rule") for the District in accordance with §190.012(4), Florida Statutes, and has held a public hearing for such adoption in compliance with all applicable statutes and rules; and

**WHEREAS**, the District Board of Supervisors in a public hearing on October 12, 2023, considered public input and all input of staff and has determined it is in the best interests of all persons and entities to be served by the District to amend and restate the Rule.

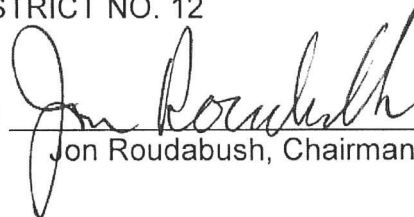
**NOW, THEREFORE, BE IT RESOLVED** by the Village Community Development District No. 12, as follows:

1. The Rule to Bring About Deed Compliance within Village Community Development District No. 12 is hereby amended and restated as provided in the document attached hereto as Exhibit "A".
2. The Rule shall become effective November 1, 2023.

**APPROVED AND ADOPTED THIS 12<sup>TH</sup> DAY OF OCTOBER, 2023.**

VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT NO. 12

By:



Jon Roudabush, Chairman

ATTEST:

  
Secretary