

Quick Reference Guide Oak Village Deed Restrictions

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**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR
SUGARMILL WOODS OAK VILLAGE ASSOCIATION, INC.**

1. RESIDENTIAL USE, SINGLE FAMILY

The lot(s) afore-mentioned in Sugarmill Woods Subdivision, including all lots enlarged or recreated by shifting or relocation of said boundary lines, are restricted to the use of single family, their household servants and guests. Only one building with a minimum of 1900 square feet of living space (under air conditioning and heating) and an attached permanently maintained two car/passenger vehicle garage shall be erected on the lot and only buildings restricted to the use of one family may be erected. Existing owners of lots desiring to build homes of 1550 square feet prior to the date of this amendment (02/07/2004) shall be grandfathered in. Any owners of a lot purchased after the date of this amendment are required to build a home of 1900 square feet or more. Said buildings must be permanently attached to a single monolithic concrete slab foundation (02/21/2005). Two or more contiguous lots owned by a common entity or person may be construed and governed by these restrictions as one lot for setback and minimum square footage and only one building shall be erected thereon. No portion of a platted lot may be subdivided. Additionally, the roof pitch shall be no less than 6/12. Changed (12/19/2005)

A construction shed may be placed on the lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings or trailers may be moved on the lot.

2. NO TRADE, BUSINESS, PROFESSION, ETC.

No trade, business, profession or other type of commercial activity which can be detected by sight, sound or odor from the exterior of that residential lot shall be permitted upon any of the land covered by these restrictions. In addition, no trade, business, profession or other type of commercial activity shall be carried out upon any of the land covered by these restrictions which requires employees, subcontractors, agents, or customers to regularly enter, block or partially block any other lot which is not their residence. This restriction shall not prevent an owner of a building from renting said property for residential use. Notwithstanding the foregoing, the Association may construct an office upon a lot and conducts its business on behalf of the membership (9/11/2023).

3. LAWNS AND LANDSCAPING

All lawns on all sides of the buildings on the above mentioned land shall extend to the pavement line. No parking strips, drives or paved areas are to be allowed, except as approved on the plat plan of the plans and specifications. Upon the completion of the building(s) on the above mentioned land, the lawn area on all sides of the building(s) up to and including the lot line shall be completely sodded with grass and an underground watering system capable of keeping this grass sufficiently irrigated shall be installed unless a smaller area shall be approved in writing by the Association, its successor or assigns; it being time intent that the lawn area shall be uniformly green, luxuriant and well kept. New or replacement irrigation systems shall include a rain sensor. With prior written approval of the Association, on a case by case basis, if two or more lots are used as a single building site, the owner thereof may elect to sod and irrigate only the

equivalent of one lot (12,000 square feet less the number of square feet contained within the footprint of the building) and sod and irrigate the right-of-way adjacent to all lots that are part of the building site.

A comprehensive landscaping plan showing a sufficient number of recommended Florida Friendly trees and shrubs, of sufficient size, with quantities of each shall be submitted to the Association, its successor or assignees, for their approval. The design shall be commensurate with the development of high-grade residential property. This provision is retroactive and applies to any plantings covered in this restriction. Kudzu, potato vine, smilax and all variety of bamboo are prohibited and shall not be planted on any lot or in any Greenbelt area. (9/14/2015). ***This change brings us into compliance with Citrus County Regulations as well as our Stewardship Agreement with the County.***

However, no such landscaping shall be installed in such manner or in such a location as to impair the visibility of traffic. Said landscape plan after approval by the Association, its successor or assigns, in writing shall be built and completely installed by the Grantee before the date of which the Certificate of Occupancy is issued by the Citrus County Building Department unless an extension of time not to exceed thirty (30) days is obtained from the Association, its successors or assigns in writing. Refusal of approval of said landscaping plan may be made by the Association, its successors or assigns, based on purely aesthetic grounds which, in the sole and uncontrolled discretion of the Association, its successors or assigns, shall seem sufficient.

A permit to commence building construction under these restrictions may be withheld until such landscaping plans have been brought up to a standard commensurate with the terms of these restrictions. If the landscaping is not installed in accordance with the landscaping plans, the Association, its successors or assigns, may, at its discretion, enter upon the above said land and rearrange, remove or install said landscaping and make a reasonable charge for so doing and said charge shall become a lien upon the above mentioned land, as provided for under the laws of the State of Florida. (9/8/2014)

4. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS

In order to insure that the building(s) on the afore-mentioned land will preserve a high standard of construction, no building or other structure shall be developed, erected, placed or remain on the aforementioned and until a set of the County approved plans of the working drawings and specifications, including a certified land survey and legal description executed by a State of Florida registered surveyor showing the location of the building(s) or other structures, terraces, patios, walls, fences, driveways, property lines, poles and setbacks is submitted to the Association, its successors or assigns, and approved by the Association as meeting the requirements of these restrictions and the Architectural Control Committee Building Standards and Procedures as outlined in the Architectural Control Committee's Approved Manuals and in accordance with the building, plumbing and electrical codes in effect at the time of construction or alteration of any building has begun. Development to mean the lot will not be cleared and will remain untouched until proper permits have been issued. The Request for Construction Permit for building within the Oak Village boundaries includes, but is not limited to, the following documents adopted by the Association as needed: Sugarmill Woods Oak Village permit fee, affidavit of building/deed restrictions, site plan (with footprint to scale and showing all impervious surfaces including location for trash containers installed on a 3 X 6 cement pad with an

“L” shaped fence or bushes to conceal from road and (9/12/2022) superimposed on the certified land survey), “footprint” on a certified land survey with pool, if applicable, landscape and irrigation plans (or confirmation letter of acceptance), exterior elevations with all exterior materials and colors specified, exterior colors (paint color samples are required), copy of the County permit, certified land survey showing total area of lot in square feet, quarter inch scale floor plan of structure, square footage (living area and total), samples of actual roofing material or 8x10 color photos clearly showing the roofing material (9/26/11), driveway/walkways location, material and color, impervious surface ration of 50% maximum for residential structure; management company to check status of lot(s), address, and endangered species; and within submitted architectural documents, structural section of exterior wall, site plan showing location of all buildings or other structures with the proper setbacks and any wing walls, planters, patios, pools, etc; four exterior elevations with each material such as stucco, type of wood siding, etc. clearly identified. Construction requirements and specifications may include (but are not limited to) the following: minimum roof pitch 6 inch rise to 12 inch run (12/19/05), cement or Association approved driveways, exterior building colors and driveway colors subject to approval. Said building contractor shall be a regularly employed bona fide building contractor duly licensed by the applicable governmental authorities. Said building contractor shall, in addition to the foregoing requirements, be required to post a performance and completion bond for the full amount of the work as shown on the plans and specifications so as to insure against the possibility of partially completed building marring the beauty of the above mentioned land. Afore-said bond shall be obtained from a recognized institutional bonding company and shall be of a form and wording approved by the Association, its successor or assigns. The Association, its successor or assigns, may, at its discretion, bond the construction in lieu of the above said bonding company or waive the bond requirement.

Refusal of approval of plans, specifications and locations of building(s) by the Association, its successor or assigns, may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion seem sufficient. No alterations in the exterior appearance of the above building or structure shall be made without the approval of the Association, its successor or assigns, in writing. The provisions herein contained shall apply equally to repair, alterations, or modifications made in time to the above building(s). However, no alteration shall be made which would incorporate non-living areas such as garages, verandahs, storage rooms and the like, into the living (under air conditioning and heat) square footage without the approval of the Association, its successor or assigns, in writing. Each constructed single family residence must maintain a minimum of 1900 square feet of living area and must permanently maintain a minimum of a two car/passenger vehicle garage. Each constructed multi-family dwelling unit must maintain a minimum of 900 square feet of living area and must permanently maintain a minimum of a two car/passenger vehicle garage. (02/07/2004)

A swimming pool may be built during or after the construction of the building(s) provided a plot plan containing the proposed location of said pool and all of the afore-mentioned requirements of a plot plan are submitted for approval. However, above ground swimming pools are prohibited with the exception of portable wading pools, not to exceed eight feet in width and no more than a one foot sidewall height.

Roofs shall be asphalt or fiberglass shingle, metal or tile, which shall have a minimum manufacturer’s life expectancy of no less than thirty (30) years. All roof installed in violation of this section after recording of this amendment shall be removed and replaced with a roof in compliance with this section at the owners’ sole expense.

Subject to the approval of the Board of Directors of the Association, the Architectural Control Committee may adopt, promulgate, amend, and revoke guidelines with respect to the nature, kind, shape, height, location, size, materials, design features, color and architectural styles of any structure, fence, wall or other structure or item that is commenced, erected, or maintained upon a lot in the subdivision.

Further, the Board of Directors of the Association may adopt, promulgate, amend, and revoke guidelines regarding landscaping and Florida Friendly landscaping upon a lot in the subdivision. (09/26/11)

5. SETBACK, EASEMENT, AND MINIMUM SQUARE FOOT AREA

No single family building with less than 1,900 square feet of living area and no multi-family dwelling unit with less than 900 square feet of living area shall be erected on any lot. All buildings erected or constructed on the afore-mentioned lot(s) shall conform in area and setback limitations to the following table:

a. EASEMENT REQUIREMENTS

1. Easements – all construction;

Front-10 feet

Back-10 feet

Sides-7 ½ feet extending from pavement to rear property line

b. SETBACK REQUIREMENTS

2. Single-Family Setback Requirements

Front - 25 feet MINIMUM, except that on lots of 150 feet or greater depth, the setback requirement shall be 50 feet (from property line, not road edge).

Back - 10 feet is County Setback from the rear lot line.

Sides – 7 ½ feet extending from pavement to rear property line (this includes the 7 ½ feet easement requirement)

3. Multi-Family Setback Requirements

Front – 25 feet MINIMUM

Back – 10 feet is County Setback from the rear lot line.

Sides – 7 ½ feet extending from pavement to rear property line (this includes the 7 ½ feet easement requirement)

c. No construction will be allowed to be any closer than ten (10) feet from the rear lot line. (9/10/2012)

d. Utilities provided to lots: Commencing on the effective date of this provision, all utilities provided to a lot, including but not limited to electricity, cable television, telephone, internet and any other method of transmitting or receiving electrical impulses or any other impulses or bandwidth must be delivered to the lot through underground buried conduit or other acceptable

method. No overhead lines may be strung from the lot to the point at which they attach to the distribution line. This provision shall not apply to devices required by the Telecommunications Act of 1996, except as the same may be located off of the body of the dwelling constructed. This provision shall not be retroactive and applies only to those lots upon which a finished constructed home is not complete. Electric supplied to the home from the supplier (i.e.: Progress Energy/Withlacoochee River Electric) must be an underground hookup (09/19/2005).

- e. The Association, its successors or assigns may enter upon the construction site for the purpose of inspecting contractor compliance with Architectural Control Committee rules (07/07/05).
- f. Decorative banding trim of a rise of ½ inch minimum (12/19/2005).
- g. The front elevation of each residence requires that there be four (4) horizontal projections planned in view of least 12 inches in depth excluding roof extensions. This requirement is needed to retain the desired aesthetic appearance of residences in the community. Each projection must have a clear specific break and have an exterior cementitious finish. Four (4) exterior elevations (Front Back, Left Side, and Right Side) with each material such as stucco, type of wood siding, etc. clearly identified on each exterior elevation, to be finished with cementitious finish (12/19/2005).
- h. All homes are to have illuminated (lighted) house numbers with a minimum of four (4) inches high and one and one half (1 ½) inches wide in Arabic numbers and clearly visible from the street (9/14/2015).
- i. No vinyl siding on exterior walls. All exterior walls are to be made of cementations finish (12/19/2005).
- j. Home owners and builders shall be responsible for ensuring that property boundary marking stakes are not covered, destroyed, or removed, and that they remain visible throughout the entire building process (12/19/2005).
- k. On all construction sites the Greenbelt must be protected by a silt screen. (09/19/2005).
- l. After clearing of a lot and before fill and or construction activity can begin, measures shall be (09/19/2005) taken to protect the Greenbelt and both sides of the lot from storm run off with a silt fence (09/12/2016).
- m. Where the grade slopes from the building, the silt fence shall be installed in accordance with Florida Department of Transportation guidelines contained in the Erosion & Sediment Control manual, Chapter 4, figures 4, 4A and 4B. (09/12/2016)

Where the terrain is flat it is acceptable to follow area practice and lay surplus fabric on top of the existing grade under the silt fence facing inward, and cover it with a 4 inch layer of soil. (09/12/2016)

- n. The integrity of the silt fence shall be properly maintained during the entire construction period up to final grading and sodding. Further, if run off occurs, the Board may require construction of a more substantial barrier to control run off (09/12/2016).
- o. The property owner shall be responsible for all items in the Deed Restrictions (09/12/2016).
- p. Violations will be dealt with according to established rules and regulations of the Oak Village Association (09/11/2023).
- q. After the initial clearing of a lot for construction, a metal, wood or fiberglass debris container, which is a solid-walled, minimum four (4) foot tall, hard-sided container, or a commercial dumpster, shall be placed on site to accommodate the anticipated volume of debris that will be generated during each phase of construction. The debris container shall be placed on the building site prior to any building construction (09/12/2016).
- r. Personal trash receptacles shall be placed in an area where it is easily seen from the street for inspection purposes and shall be monitored and routinely emptied to insure a safe, clean, neat and well-maintained environment. Personal debris and open piles of trash are strictly prohibited (09/12/2016) .

The trash receptacle shall not be used for burning. Any burning is strictly prohibited at all construction sites.

- s. At all construction sites the streets shall be kept clean and free of dirt and debris at all times (09/12/2016).
- t. In the event of a predicted extreme weather condition any loose construction materials, trash or any item that could potentially become an airborne projectile must be safely secured or moved entirely off site (09/12/2016)..

6. METHOD OF DETERMINING SQUARE FOOT AREA

The method of determining the square foot area of proposed buildings and structures of additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, roofed screen porches and the like shall not be taken into account in calculating the minimum square foot area as required by this restrictive covenant.

7. CORNER AND ODD-SHAPED LOTS

A dwelling may be erected or placed on any lot as shown on the afore-mentioned recorded plat. Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out herein except that variations may be authorized by the Association at the time plans for building are submitted and a copy of such plans, including the plot plan, will be kept on file by the Association to establish the setback line as approved.

8. LOCATIONS OF GARAGES AND PARKING

No garage shall be created which is separate from the main building. Said garage, provided for each dwelling unit, shall provide permanently for a minimum of a two car/passenger vehicle garage; the size, character, placement and form of said garage(s) must have written approval of the Association, its successor or assigns prior to commencement of construction of any building(s) or alterations thereto.

Only passenger automobiles, vans, motorcycles and light pick-up trucks, as thereafter defined, may be parked overnight or adjacent to the described real property, and then only as permitted by these restrictions. No trailers, trucks, boats, recreation vehicles, campers, mobile homes, commercial vehicles, or motor homes of any kind shall be parked overnight on or adjacent to the described real property without express written consent of the Association, its successor or assigns, or unless located with a fully enclosed structure in the building located thereon and shielded from view. With the permission of the Association, a recreational vehicle or motor home may be brought upon the described real property for a single visit for loading and a single visit for unloading purposes only but in no case may this period be for more than eighteen (18) continuous hours in a one (1) month period and should be between the hours of 6:00 a.m. and 12 midnight. (9/9/24)

Permission allowing extended parking necessary to accommodate a resident beyond the above stated hours but not to exceed 48 continuous hours may be issued by the Association as the circumstances may require.

No parking is permitted on the lawns at any time. No off-driveway or street parking is permitted between the hours of 2:00 a.m. and 6:00 a.m. daily.

No vehicle which cannot operate on its own power shall remain visible upon the described real property or anywhere within the Oak Village development for more than seven (7) consecutive days unless said vehicle is placed within a garage area and closed to public view.

Service vehicles may be temporarily parked in designated parking areas as long as they are not blocking traffic during the time they are actually servicing improvements upon the described real property but in no event shall be parked overnight except in the case of an emergency or with prior written approval of the Oak Village Management Office. (9/9/19)

Vehicle maintenance is not permitted outside the garage or adjacent to the described real property. Vehicle maintenance shall include, but not be limited to, changing of oil and other engine fluids, engine maintenance or repair, body maintenance or repair. Washing vehicles is permitted. Cleaning the interior of the vehicle, waxing and checking fluid levels are also permissible. Emergency repair to a vehicle such as changing a flat tire is likewise allowed. (9/9/24)

The following definitions shall apply for purposes of Section 8:

- a. "Passenger Automobiles" means those vehicles which are primarily used as passenger motor vehicles and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or mini-vans. It also means enclosed sport utility vehicles. These vehicles must be in a condition and appearance similar to that which existed when sold by the manufacturer, and specifically excludes any of the stated vehicles which have been modified by

increasing their height, adding off-road tires, roll bars and similar apparatus unrelated to conventional passenger used of the vehicle.

- b. "Vans and Light Pick-up Trucks" means vehicles one (1) ton or less rated weight carrying capacity which is used solely as a passenger vehicle and not as a "commercial vehicle," as that term is defined hereafter. Vans and pick-up trucks or other trucks not contemplated by this section are specifically prohibited. Including but not limited to Sport Chassis (down sized tractor trailer, style) flat bed, or any converted truck style truck. (9/9/24)
- c. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicle or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use, excluding cabinet or tool boxes on permitted vehicles.
- d. "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreations, or temporary housing of people or their personal property.
- e. "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.
- f. "Motor Homes" or "Recreational Vehicles" means any vehicle which is self-propelled, built on a motor vehicle chassis, and which is primarily manufactured, designed, marketed and used to provide temporary living quarters for camping, recreational, or travel use.
- g. "Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.
- h. "Trailers" means any vehicle or devices of any kind whatsoever which are manufactured, designed, marketed, or used to be coupled to or drawn by a motor vehicle.
- i. "Off Driveway Parking" means parking of any vehicle, whether it be of the owner, guest, renter, etc., on or in any location other than the paved driveway which is contiguous with or assigned to the specific residence.

The Association's Board of Directors shall have the authority to adopt such further definitions of the above vehicles as necessary in order to properly implement the provisions hereof.

9. WALLS, HEDGES, AND FENCES

No walls or fences may be constructed in the front yard. The front yard is defined as the area bounded by the front and side lot lines and the front of the house. As to all other fences, or walls, Association written approval shall be required prior to construction or installation and they shall meet the following criteria:

All fencing of any kind and/or for any purpose requires a written plan to be approved by the Association, and the County if appropriate, prior to placement on the property.

- a. Fences and walls shall not exceed four (4) feet in height except where used as privacy screening as approved by the Architectural Control Committee and accepted by the Board of Directors and must comply with section 9. (9/9/19)
- b. Walls and Fences shall be parallel with the side and rear easement line (closest to the house) on the interior of the lot to comply with County Code 3150 (B). Easements are not to be blocked, obstructed or enclosed by fencing. (9/9/19)
- c. Fences shall not be chain link or any type of wire farm fence or post and rail. No wood products are permitted in the construction of new fencing of any height. (9/27/10)
- d. The only fence materials considered for approval shall be constructed of plastic, vinyl, extruded aluminum, ornamental aluminum, or ornamental wrought iron. (9/27/10)
- e. If painted, fence color shall be consistent with the exterior décor of the home. Privacy screen fencing may be required to match the exterior color of the home if required by the Architectural Control Committee. (9/27/10)
- f. Privacy screening consisting of 6 feet high fence or trellis material shall only be constructed for the specific purpose of concealing from full view a particular area or part of a lanai or pool. Natural privacy barriers, such as shrubs, trees and hedges are encouraged and applications for approval of privacy fencing may be denied when shrubs, trees and hedges will serve the same purpose. When approved, privacy fencing may be installed parallel with the easement line (closest to the house) or extending from a side or rear wall of a home, but in no case shall any privacy fence extend more than (24) feet in total length on either side of the property and is only permitted in the immediate area parallel with the lanai and/or pool but not along the rear lot line. (9/9/19)
- g. Fence sections used to conceal air conditioners, propane tanks or pool equipment shall be no higher than 4 feet in those locations. Natural privacy barriers, such as shrubs, trees and hedges are recommended. (9/11/23)
- g2. Fence sections used to conceal trash receptacles shall be no higher than 6 feet in those locations. Natural privacy barriers, such as shrubs, trees and hedges are recommended. (9/11/23)
- h. The length, location and type of construction materials of all 6 foot privacy fence located anywhere on a property shall require a written plan to be presented to and approved by the Architectural Control Committee and approved by the Board of Directors of the Association prior to installation, and must comply with section (9) and above. (9/9/19)
- i. Trees, hedges, and shrubbery are permitted in the front landscaping which

do not block or obscure the visibility of/from vehicle or pedestrian traffic or block the view of the property address from the road, and are not to be placed in front the front Right of Way Easement. (9/9/19)

**** Approval is needed to be obtained by the HOA, prior to installation ****

10. ANIMALS, ETC.

No animals, including domestic, exotic, and farm animals, birds, amphibians, fish or reptiles of any kind or any wildlife animal shall be raised, bred or kept on any property within the community except as specified in this paragraph. Dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No domestic animal stated to be dangerous animals as defined by State Statutes or County Regulations shall be kept on any property owner(s) Lot or within the Community. No animals, birds, amphibians, fish or reptiles shall be kept in such a manner as to constitute a nuisance or any other offense as described in Citrus County Control Ordinances. All pets shall be leashed when off the private property of the owner. Pets shall be kept and maintained in an appropriate manner in acceptance with the deed restriction, Section 9 (Animal barrier and with Citrus County rules and regulations). No animal structure such as a dog house, bird coop, aquarium, cat house, shall be kept outside an owner's residence. Any and all household pets such as ferrets, weasels, mice, rats, hamsters, fish, amphibians or snakes shall be kept within the confines of the residence. Animal owners shall ensure proper waste pickup and waste disposal management (9/11/2023).

11. DRILLING OIL, ETC.

No oil drilling, oil development operations, oil refining, quarrying or mining operations or any kind shall be permitted upon or in the afore-mentioned lands, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or in the afore-mentioned lands. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the afore-mentioned lands.

12. NUISANCES

No activity or any act shall be done upon the property governed by these restrictions which may be or may become an annoyance or nuisance to the neighborhood. The lack of an activity or an omission may constitute a nuisance, i.e. such as the failure to remove visible trash out of a vehicle parked on a property. Noise nuisance will be governed by County regulations.

13 a. HOUSEHOLD TRASH, GARBAGE, AND RECYCLABLE MATERIAL CONTAINERS

Any and/or all household trash, garbage, and recyclable material container(s) shall be placed on the concrete pad located at the side of the house unless stored in your garage or house. The concrete pad (3 X 6) constructed on the side of the house in accordance with Section 4 of the Deed Restrictions and Association architectural requirements shall not be placed or installed in any of the easements herein described in Section 16. Any and/or all household trash garbage, and recyclable material container(s) shall have a securable lid. Any and/or all household trash, garbage and recyclable materials container(s) stored

on the concrete pad shall be concealed from view using approved fencing, hedges, shrubs, or behind an existing wall.

The property owner shall ensure that any and/or all household trash, garbage, and recyclable material container(s) shall be placed at the corner of the property owner's driveway for curbside pickup. The property owner shall ensure that any and/or all household trash, garbage, and recyclable material container(s) shall NOT be placed curbside before 5:00 PM in the evening prior to the scheduled pickup day and that the container(s) shall be returned to the concrete pad prior to 8:00 PM on the same day of the scheduled pickup. (9/12/2022)

13 b. YARD WASTE/DEBRIS COLLECTION

Any and/or all yard waste/debris container (s) and/or properly bound collection pile(s) shall be concealed from view using approved fencing, hedges, shrubs, or behind an existing wall. Yard waste/debris shall NOT be stored in any container or as a pile on the front yard of the property prior to pick up. The property owner shall ensure that any and/or all yard waste/debris container(s) and/or properly bound pile(s) are not placed curbside before 5:00 PM the evening prior to the scheduled pick up and that any container or debris not picked up shall be removed from view on the same day of the scheduled pickup no later than 8:00 PM. (9/12/2022)

Alternatively, collection may be made at the in-ground container or concrete pad as the residents' choice if the garbage company offers this service.

13 c. PROPANE TANKS

Such tanks shall not be placed or installed in any easements herein described in Section 16. All propane tanks in excess of the 250 gallon size must be buried and serviced by a licensed propane vendor. For an unburied tank, only one tank may be located above ground out side of the home and must be placed on a concrete slab of more than 3 inches in thickness and a minimum of (6) six square feet in surface area. All above ground tanks must be securely attached to the slab and/or wall of the home if placed against an exterior wall and be of the type and kind that are only professionally serviced and not intended to be portable. No spare tanks shall be placed or stored in public view. No banks of interconnected tanks of any size may be used or stored on any lot. An above ground tank shall be hidden from view from the road and the outer side with plant material or fence material no higher than (4) feet. Low profile tanks are recommended. This restriction shall not apply to gas or charcoal grills that are routinely used for cooking upon the lot owner's property. (9/12/2022)

14. CLOTHES DRYING AREA

Except as provided herein, a clothesline may be used behind a home and to the extent possible, placed out of view of any street. Clotheslines and other devices designed and used for drying clothes, when used outside of a home, shall be placed in the rear

of the home and then only when actually being used for drying clothes. All such devices, when not in use and from dusk to dawn, shall be retracted, removed and

stored out of view. Clothes drying devices shall not be fastened to any tree and no tree shall be used for drying clothes. (9/27/10)

15.a. SIGNS AND DISPLAYS

No signs shall be erected or displayed on zoned residential property or on any building, except that the Association, its successor or assigns may allow a sign to be erected at its discretion. Mounting of For Sale or For Rent signs will be on wire hangers made from 1/8 inch steel wire or a single round or square stand and hanger of any material no exceeding 1 ½ inch diameter or square. The sign hanger is not to exceed 24 inches in height and no wider than 10 inches for the horizontal hanger. Signs mounted on this type of hanger have been used and have set an acceptable precedent. No other support will be allowed or grandfathered in accordance with this article. (07/25/06) This provision shall apply to "For Sale" or "For Rent" signs which may be displayed; there shall not be, however, more than one "For Sale or For Rent" sign on any property under contiguous ownership, and no "For Sale" or "For Rent" sign shall be in excess of 6 inches x 8 inches in size. A single "Rider" sign no larger than 2 inches x 8 inches stating either "Pending" "Sold" or Realtor's name may be attached to the "For Sale" or "For Rent" sign. However, no "For Sale" or "For Rent" sign shall be placed within the County Right-of-Way.

Reference: Citrus County Land Development, Section 7000 (Administrative Regulation 13.03 Right-of-Way Utilization).

In addition to an otherwise conforming "For Sale" sign, a single round "information tube" consisting of clear plastic with detachable ends, no longer than 13 inches and no more than 3.5 inches in diameter may be attached and, if so, shall be attached to the sign or sign support only. (9/28/2009)

15.b. ALARM COMPANY SIGNS

It is permitted to display an approved Alarm Company Sign. Approved Alarm Company Signs shall be of the type and size available from and provided by a licensed alarm company and shall be up to the approximate size of 12 inches wide by 12 inches high regardless of the shape.

The signs shall have a single straight support no larger than one (1) inch square or in diameter, with a suitable length that shall place the top of the sign no more than approximately 2 feet above the ground of the surrounding area where it is displayed, within the property owner's lot lines.

Alarm window/door decals up to approximate 4 by 6 inches may also be used.

15.c. LAWN CHEMICAL SIGNS

Lawn chemical signs may be displayed under Chapter 5E-14 Florida administrative Code (Entomology) as needed for a reasonable time.

16. EASEMENTS

There are hereby reserved for public utilities and unto the Association, its successor or assigns, easements of seven and one-half feet (7 ½') in with along the side lot lines of the above-mentioned lots and ten feet (10') along the front and rear lot lines of the above-mentioned lots for purposes of utilities, surface drainage, and for any purpose having to do

with development of this property including improvements that; the Association, its successor or assigns may not have the obligation to install. Where more than one of the above described lots are intended by the Association, its successor or assigns, as a building site or where more than one lot is actually used as building site, the outside boundaries of said building site shall carry the said easement and the said easement shall in such case be abandoned on the interior lot lines. The Association, its successor or assign may terminate its interest in any of these easements at any time in the future by recording the appropriate instrument.

The Association, its successor or assigns hereby reserves the right to dedicate the roads, streets and avenues and necessary easements abutting the afore-described lands to public use without consent of the Grantees.

In no way does the granting of abandoning interior lot lines by the Association, waive the requirement for the assessment fee to be paid for any and all contiguous lots used for the construction of a building.

17. MAINTENANCE

The above described building(s) and other structures when completed shall be maintained in a like-new condition and shall be kept adequately painted, including previously painted sidewalks, driveways, and tile roofs. The color of paint shall not be changed without the written consent of the Association, its successor, or assigns.

A comprehensive landscaping plan showing a sufficient number of recommended Florida Friendly trees and shrubs of sufficient size with quantities of each. This provision is retroactive and applies to any plantings covered in this restriction. Kudzu, potato vine, smilax and all variety of bamboo are prohibited and shall not be planted on any lot or in any Greenbelt area. (9/14/2015).

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises on the afore-described land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anything thereon; and, in addition, all of the landscaping including the grass shall be kept as befitting on a high-quality lawn and any plants, grass, shrub, etc. that might die or become other than luxuriant and well-formed shall be promptly replaced. Should the property owner fail to keep premises in the afore-described condition, and in an effort to provide self-help to the property owner(s), a list of providers will be sent along with the first notice and the property owner(s) may contact one of them to perform the service at the property owner(s) own expense. If a second notice is required, and in an effort to provide self-help, another list of providers will be attached for the property owner(s) to contact for assistance if needed to bring the property into compliance, at the property owner(s) own expense. (9/9/24) After notice of at least ten (10) business days sent by regular U.S. mail the Association may (but is not obligated to) enter upon the land and repair, replace, install, or otherwise maintain the offending portion and bring the property into compliance with the provisions of this Declaration. Such entry shall be deemed authorized by the property owner and shall not be deemed a trespass. Neither the Association nor any person acting on behalf of the Association shall be liable to the property owner for any damages caused except in the event of intentional damage or damages proximately caused by gross negligence of the Association or a person acting on its behalf. The cost of such maintenance, including attorney fees incurred in connection with any notice as well as an administrative fee to be charged by the Association in an amount approved by the Board but which shall not

exceed ten (10) percent of the costs, shall be charged against the property. A lien shall arise in favor of the Association to the extent of such expenses. (04/13/2007) The property owners shall be liable for all expenses to the Association as a result of actions taken in compliance with this provision including without limitation attorney's fees and court costs for all legal work performed, including appeals.

Paragraph 3 Lawns and Landscaping of the Declaration of Restrictions is amended by adding the following subparagraph "a" at the end thereof: (amended October 29th, 2008)

a. RESOLVED, that all initial lawn area plans and/or any substantial additions or changes to the land area must have prior approval from the Oak Village Association. Other Landscaping methods such as Florida Friendly* or other methods which are intended to require little or no irrigation may be applied for by submitting a complete detailed plan to the Association for approval prior to any lawn are changes or addition taking place. * (Florida Friendly information www.watermatters.org/lawns)

In addition to the existing Floratam, St. Augustine or Bitter Blue, the following have been added Argentine Bahia (only the Argentine variety will be accepted), Zoysia grass, Aloha or Seaward Seashore Paspalum. The use of any grass or lawn type of variety other than those mentioned above will require the property owner to get prior approval form the Oak Village Association and prove that the grass will satisfy all OVA lawn standards, Deed Restrictions and Building Restrictions.

No grass or any type exhibiting tall, fast-growing seed pods extending above the lawn are permitted.

No structures, objects, plants or trees may be built, planted or placed in the county right of way. Only grass is to be planted from the road to the front property line.

The Association reserves the right to remove any objects believed to be in violation of this section or to be a hazard to foot or wheeled traffic.

18. NO TEMPORARY BUILDING

No tent and no temporary or accessory building or structure shall be erected without the written consent of the Association, its successor or assigns.

18.a. ADDITIONAL STRUCTURES

Gazebos and pergolas are allowed on property-owner's property not to be viewed from the street. The property-owner must meet any Citrus County permit and submittal requirements and provide a copy of the permit(s) which will be kept on file at the Association's office.

Any Gazebos or Pergolas existing at or before the date of recording of this amendment are grandfathered if a county permit was issued. A copy of the permit will need to be brought to the Association office to be kept on file (9/11/2023).

19. WAIVER OF RESTRICTIONS

The failure of the Association, its successor or assigns to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long contained,

shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

20. RIGHT OF ASSOCIATION, ITS SUCCESSOR OR ASSIGNS

The Association, its successor or assigns reserves the right to itself, its agents, employees, or any contractor or subcontractor, dealing with the Association, its successor or assigns, to enter upon the land covered by these Restrictions for the purpose of maintaining or making modifications to the property covered by these Restrictions, including, but not limited to, any dredging, filing, grading or installation of drainage, water lines or sewer or other underground utility lines.

These reserved rights in the Association, its successor or assigns shall also apply to any additional improvements which the Association has the right, but not the duty, to install, including, but not limited to, any streets, sidewalks, curbs, gutters, beautification or any other improvements. In this respect, the Association, its successor or assigns agrees to restore said property to its condition at the time of said entry and shall have no further obligation to the applicant, purchaser, optionee, lessee or grantee in connection therewith. The work performed under the above provision shall in no way constitute a lien or personal liability on the applicant, purchaser, optionee, lessee or grantee, whichever the case may be.

21. COMMON AREA

Pedestrian walkways, common areas or strategically located easements are designed "Y" on the record plat and shall hereinafter be described as COMMON AREA. It is understood and agreed that the owner(s) of an interest in each of the lots in each village according to the plat of Sugarmill Woods Subdivision as amended of record shall have an equal undivided interest in all of the Common area in that village as labeled on the aforesaid plat. It is understood that these restrictions prohibit the further subdivision of this Common Area in each village and is hereby declared to be appurtenant to each lot and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the lot. Such interest shall be deemed conveyed, devised, encumbered or otherwise included with the lot, even though such an interest is not expressly mentioned or described in the conveyance or other instrument. The Association, its successor or assigns hereby and each subsequent owner of any interest in a lot or in the Common Area of a village described above by acceptance of a conveyance or any instrument transferred an interest, waives the right of a partition of any interest in the Common area in a village under the laws of the State of Florida. Any owner may freely convey an interest in a lot together with an undivided interest in the afore-stated Common area of his or village subject to the provisions of these restrictive covenants subject, however, to the Association's, its successors or assigns rights contained later in this paragraph dealing with Common area. All owners of lots have as an appurtenance to their lot a perpetual easement for ingress and egress from their lots over and through the Common Area in their village, in common with all persons owning an interest in any lot in the village.

It is the intent of the association, its successor or assigns that the Common Area in each village be a private area for the exclusive enjoyment of all persons owning an interest in a lot in the village and their guests, subject to the rights reserved by the Association, its successor or assigns and subject to the following restrictions:

- a. Automobiles, trucks, motorcycles, and motorized vehicles of every description shall be prohibited access to or progress over the Common Area. Transportation devices, in addition to walking, shall be limited to bicycles and horses and approved by the Association, its successors or assigns or the Association subsequently formed to undertake maintenance of the Common Area in each village and such other means of transportation as may be approved by the Grantor, its successors or assigns, or the said Association.
- b. There shall be no additions, removal or cutting of trees and plants by individual lot owners or their contractors nor shall individual lot owners be permitted to place on the Common area any fixtures such as buildings, benches, barbecue pits or structures of any type.
- c. Pets shall not be allowed to be destructive within the Common Area.
- d. Excepted from the above restrictions will be equipment and vehicles necessary to maintain the Common area and the actions of the maintenance personnel appropriate to the development and maintenance of the Common Area.
- e. Archery equipment, firearms, powered pellet guns such as, but not limited to, a target pistol or BB gun, and any like weapon may not be discharged in or toward the Common Area.
- f. No combustible material including, but not limited to, fireworks may be used in the Common Area.

Anything to the contrary afore-stated notwithstanding, the Association, its successor or assigns reserves unto itself, the right and privilege to dredge, fill, grade, install drainage, dig wells, lakes, streams, install water lines, and other underground utilities, pathways, benches, stables and other structures deemed by the Association, its successor, or assigns to be desirable; landscaping or to make any other improvements necessary to complete development of and within the Common Area and of a village and of the subdivision and to maintain the same utilizing the appropriate equipment to do so.

The cost of maintenance and improvements such as landscaping, stables, bridges, paths, buildings and lakes and the cost of improvements that may be added from time to time shall be the responsibility of the individual lot owners and shall be accomplished in the following manner: Upon completion of development of the afore-mentioned lots and the Common Area in a village, the Association, its successor, or assigns shall undertake to maintain the Common Area in a village. The actual cost shall be divided equally among each of the afore-mentioned lots and a lien shall arise and is hereby created in favor of the village association and against the purchaser for the full amount chargeable to each lot in Oak Village and the amount payable shall be due upon the rendering of the bill by the Association. This lien shall be enforceable by law or in equity according to the provisions of Florida law, including, but not limited to, the Mechanics Lien Law.

The cost of collecting such lien including attorney's fees shall be paid for by the applicant, purchaser, optionee, lessee or grantee. Sugarmill Woods Oak Village Association, Inc., a non-profit corporation under the laws of the State of Florida, has been created for the purpose of undertaking the maintenance of the Common Area in

Oak Village, enforcing the provisions hereof and has been assigned rights reserved onto the Grantor under the Declaration as originally amended. It is understood and agreed that ownership of each lot shall represent one membership in said corporation. The applicant, purchaser, optionee, lessee or grantee, whichever the case may be shall subscribe to and join said village Association and become a member thereof immediately upon obtaining an interest in the Village. It is the Association's, its successor or assigns, intent that a lot owner will have all the privileges, rights, responsibilities and liabilities according to his or her undivided interest in only that Village in which the lot is located.

In order to promote fire safety in the platted Common Area (Greenbelt) areas, the Association shall allow property owners to apply for a "no fee" permit for floor dead ground vegetation removal. Association's Deed restriction Designees will inspect all properties prior to any dead ground vegetation removal and designated area to be cleared. Members will be allowed to remove dead debris within twenty-five (25) feet from the rear lot line. No live vegetation shall be uprooted except for removal of invasive species (kudzu, potato vine, smilax, cogon grass and all varieties of bamboo, etc.) 9/9/24. No plantings, native or otherwise, will be approved. Anyone intruding on the Common Area in ways other than those clearly defined within this Restriction shall be subject to a fine or lien being placed against their property including any attorney's fees and court costs which may accrue from upholding the tenets of the Restriction pursuant to Deed Restriction 24 (9/9/2024).

WHEREAS, the Association acquired title to a certain parcel of property, described as Exhibit "A" attached hereto and incorporated herein by reference for the purpose of adding same to the Common area as described in Paragraph 21 of the Declaration; and

WHEREAS, the property on Exhibit "A" has been treated by the Citrus County Property Appraiser as a separate parcel of real property, subject to ad valorem and non ad valorem taxation, it was and is the intent of the Association to incorporate said property into the Common Area so as to grant each member of the Association an undivided interest therein as set forth in the Declaration:

NOW THEREFORE, in consideration of the foregoing, the Board of Directors hereby resolves as follows: (09/26/2005)

1. The above recitations are true and correct and are incorporated herein by reference.
2. Commencing with the effective date of this amendment, the property described on Exhibit "A" is incorporated into the Common area and held by the Association for the benefit of the members. While legal title may be held in the name of the Association, equitable title is hereby spread among the membership, and each member has an undivided interest therein as described in Article 22 of the Declarations.
3. After recordation, this instrument shall be distributed to the Property appraiser and Tax Collector for the purpose of removing said property from the tax rolls and coordinating corporation of the value of same into the values of all lot owners and members of the Association.

Block 179	Lot 28	06/20/2005
Block 146	Lot 18	04/11/2005
Block 161	Lot 01	04/11/2005
Block 161	Lot 40	04/11/2005
Block 161	Lot 41	04/11/2005
Block 171	Lot 27	04/11/2005
Block 198	Lot 14	04/11/2005
Block 199	Lot 01	04/11/2005
Block 236	Lot 77	04/11/2005
Block 236	Lot 76	04/11/2005
Block 236	Lot 75	05/21/2014
Block 250	Lot 16	04/11/2005

Conservation Areas and Protected Species. To protect the conservation area habitat and native wildlife of the Common Area known as tract “Y”, it is subject to a certain conservation easement in favor of Wildlands which contains the same easements, agreements, restrictions, and rights contained in Section 21 of the Association’s declaration. The Property is also home to various endangered and protected species, such as gopher tortoises, the harmless pine and short tailed snakes and the South Eastern Kestrels. The Sugarmill Woods Oak Village Association conservation initiative will establish a Gopher Tortoise Preserve in a safe area on the Property, the location of which shall be clearly marked by the Association. The placement of nesting boxes for the threatened South Eastern Kestrel will be allowed and is encouraged by the Association. Lot owner supplied nesting boxes may be turned into the Oak Village office for placement at the edge of tract “Y” adjacent to the owner’s lot for proper placement by an Association volunteer (10/23/2017).

Sherman Fox Squirrel Restrictions. In recognition of the existing Sherman Fox Squirrel population and desirability of Sherman Fox Squirrel habitat, and in order to ensure the future protection and preservation of the endangered Sherman Fox Squirrel population and habitat, the Association hereby restricts, reserves, excepts and imposes the following restrictions on the Property, and each Owner by the acceptance of a deed for his/her Lot, whether or not expressed in such deed, affirmatively covenants and agrees to refrain or undertake, as applicable, the measures and activities on his/her own lot to ensure the protection, preservation and maintenance of the existing Sherman Fox Squirrel population as follows: Sherman Fox Squirrels shall not be harassed, poisoned or killed (9/9/2024).

22. PROHIBITION AGAINST DIGGING WATER WELLS

The digging or drilling of water wells, except by the Association, its successor or assigns, is hereby prohibited on the afore-mentioned lots and all Common Area, except upon the written approval of the Association, its successor or assigns and proper governmental authority.

No cross-connections shall be permitted with the municipal water supply system. The municipal water supply system shall be the single source of supply of water for domestic use in the home.

23. ELECTRICAL UNDERGROUND SERVICE

Electricity for the afore-described lands may be provided by underground power lines in certain portions of these lands.

Upon installation of underground power lines benefiting any of the afore-described lands, the Purchasers shall pay a reasonable initial service availability charge or fee for each lot being purchased or leased by the Purchaser, his successors or assigns, unless required to pay said charge or fee at an earlier time pursuant to appropriate action of the State of Florida or its governmental subdivision.

The charge for the underground power lines exclusive of any electrical work on individual home-side or hookup expenses is a one time fee. Upon the payment of the above service availability charge or fee, the Purchaser, his successors or assigns in title, shall be vested with the right to use said electric power system subject to payment of the periodic use rates as provided and charged by the utilities operating company of the applicable governmental authority, should the power lines, which will service the purchaser's lot not be installed underground, then the fee shall not apply to that lot.

24. REMEDIES FOR VIOLATIONS

Violations or breach of any condition, restriction or covenant contained herein by any person or concern claiming under the Association, its successor or assigns, or by virtue of any judicial proceeding, shall give the Association, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Association, its successor or assigns, shall have the rights, wherever there shall have been built or is being built on any lot. Any structure which is in violation of these restrictions to enter upon the property where such violation of these restrictions exist and by court order summarily abate or remove the violation at the expense of the applicant, purchaser, optionee, lessee, or grantee, and such entry and abatement or removal shall not be deemed a trespass.

The Association shall have the right to recover from the violating owner(s) any attorney's fees and costs incurred by it in enforcement of any covenants, condition, or restriction herein contained, including those incurred prior to judicial proceedings. Said attorney's fees and cost shall be individually assessed and collectible against the owner(s) in accordance with the preceding paragraphs relating to assessments for maintenance including the placement and foreclosure of a lien against the owner(s) lot to secure said payment. The prevailing party in judicial proceeding under this paragraph shall likewise be entitled to recover a reasonable attorney's fee and cost from the non-prevailing party including fees and costs or appellate proceedings.

When a violation has been noted, the violator shall be sent a first notice giving the property owner(s) eight days to correct the violation. In the event it has not been corrected, a second notice give five (5) days to come into compliance before the issue is referred to the Board of Directors who can send it to peer review to begin the fining process.

The Association may suspend for a reasonable period of time the rights of a member, for a member's tenants, guests, or invitees, or both to use common areas and may levy reasonable fines not to exceed \$100.00 per day per violation against any member of the Association or any member's tenant, guest, or invitee for a violation of any provision of this Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations of

the Association. The Association may levy a fine on the basis of each day. The Association may levy a fine on the basis of each day of the continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. Fines in amounts of \$1,000.00 and above shall be recorded as a lien against the property. The Association shall give the person sought to be fined a notice of no less than fourteen (14) days. A hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, nor employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. If the committee, by a majority vote, does not approve a proposed fine, it may not be imposed. Once the violation has been corrected, if it reoccurs again within six (6) months, the process will continue with the original fourteen (14) day fining letter and opportunity to appear before the peer review committee (9/11/2023).

25. ADDITIONAL RESTRICTIONS AND AMENDMENTS

The Association, its successors or assigns reserve the right to hereafter, from time to time, amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the Grantee of any lands owned by the Association, its successor or assigns. To revoke an amendment, six hundred (600) valid voters (a valid voter is the person assigned to vote for each lot) of the Association may request, through a petition, a special meeting of the membership to vote for or against the revocation of a particular amendment (9/9/24).

26. MAILBOXES

The Association, its successor or assigns reserves unto itself the right to approve the locations of all mailboxes or other similar receptacles erected or installed on any of the common areas, afore-mentioned lots or any abutting right-of-ways.

27. INVALIDITY CLAUSE

Invalidity of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

28. GARAGE, ESTATE, YARD SALE PROHIBITION

No garage or yard sales shall be permitted on, or affiliated with, any lot. Estate sales may be held provided a permit is obtained from the Association and parking and sign restrictions adhered to. Only single day estate sales are permitted.

29. LEASE RESTRICTIONS

Commencing with the effective date of this provision, all leases, rentals and occupancy of homes by other than the unit owner shall be governed by the following provisions: (04/13/2007)

A. No lot owner may lease or rent his/her real property for a lease period of less than three (3) consecutive months nor shall an owner lease or rent his/her real property more than two (2) times in any calendar year period without written agreement with the Association. No individual rooms may be rented.

- B. Any residence used as a rental shall be registered with the Association. The property owner shall provide the Association with: Association shall be provided with a true copy of the rental agreement for the permanent records of the Association. (04/13/2007)
- C. The property owner shall must provide the Association with signed copies of contracts showing point-of-contract(s) for the external upkeep and maintenance of the residence and the property's landscaping, trash removal and lawn care including, but not limited to, the irrigation system, pool system, fence, sidewalk and driveway area, and/or a written statement agreement from the owner detailing who is responsible for the above and how to contact them. (09/14/2015)
- D. The property owner shall provide the Association with a written statement naming a point-of-contact in case of an emergency.
- E. Any violation of any provision hereof is the obligation of the property owner of a lot to correct. The Association may commence eviction proceedings against the tenant/renter in the event of continued violation of this provision. The Association is hereby irrevocably appointed the agent of the property owner for the purpose of enforcement hereof as part of the lease (04/13/2007).
- F. All renters, tenants, guest occupancy must also comply with all applicable governmental occupancy guidelines (04/13/2007).
- G. The property owner(s) of a lot or lots may be required to post a performance bond in an amount not to exceed one month's rent upon the rental of the residence upon a lot (04/13/2007).
- H. In the event of occupancy by the immediate family of the renter, including but not limited to parents, children, brothers and sisters and their families, proof of relationship may be required by the board (04/13/2007).
- I. The property owner shall provide copies of the Deed Restrictions including the Rules and Regulations to the lessee/renter/or occupant. (04/13/2007)
- a. a signed copy of the current rental agreement;
 - b. Signed copies of contracts showing point-of-contact(s) for the external upkeep and maintenance of the residence and property's landscaping and lawn including, but not limited to, the irrigation system, pool system, fence, sidewalk and driveway area;
- And
- c. A signed copy of any security system and its point-of-contact for the residence and property. (9/14/2015)

30. OUTSIDE ANTENNAS

No antenna shall be installed without written approval by the Association's Architectural Control Committee (ACC).

While the installation of an eighteen (18) inch or forty (40) inch satellite dish does not require ACC approval, homeowners are asked to make the installation as obscure as possible. If the satellite is on the lawn, it should be surrounded by foliage and if on the roof, as invisible from the street as possible.

No radio antenna, television antenna, or satellite dish may be installed in the front yard.

31. OPEN FIRES PROHIBITED

There shall be no open burning permitted at any time in the Common Area or upon any lot. This prohibition extends to open pits, barrels, incinerators, and any other type of burning, excluding the footprint of the house including the enclosed screened area of the house. This prohibition shall not apply to gas or charcoal grills that are routinely used for cooking upon the owner's property (09/12/2022).

Should it become necessary for fire prevention, a property owner may petition the Association's Board of Directors for permission for a burning. The Association's Board of Directors must authorize the burning with a two thirds (2/3) vote of the Board Directors. Prior to giving a written consent with or without conditions, the Board shall find that special circumstances exist on the property owner's lot(s) which minimize the threat of the spread of fire to the Common area and other lots. Any necessary burning for fire prevention purposes must comply with Association and Citrus County rules and regulations. Any and all governmental permits and approvals must be obtained and provided, prior to the burning, by the property owner to the Association.

32. SEWERS

Use of property is dependent upon satisfying State regulations governing individual sewage disposal facilities.

However, upon installations of a sewage collection system for the benefit of the afore-described lands by the Association, Its successors or assigns or by governmental authority, the applicant, purchaser, optionee, lessee or grantee, whichever the case may be shall subscribe for the use of said sewer collection system and that upon installation of said sewers collection system the purchaser shall pay a reasonable initial service availability charge or fee for each lot being purchased or leased by the applicant, purchaser, optionee, lessee or grantee, whichever the case may be, unless required to pay said charge or fee at an earlier time pursuant to appropriate action of the State of Florida or Its governmental subdivisions. Upon the payment of the above service availability charge or fee, the applicant, purchaser, optionee, lessee or grantee or his assigns or successors in title shall be vested with the right to use said sewerage system subject to the payment of the periodic use rates as approved and charged by the utilities operating company or the applicable governmental authority.

It is further covenanted that the afore-said obligation for the payment of the initial availability charge and fee shall be secured by and constitute a lien against the lot or lots being purchased or leased by the applicant, purchaser, optionee, lessee or grantee, until the same shall be paid as herein provided. The lien shall be enforceable in the manner provided by the laws of the State of Florida, including but not limited to, the Mechanics Lien Law. The afore-said restriction and covenant shall be a covenant running with the land.

33. MULTI FAMILY RESIDENTIAL

The lot(s) afore-mentioned in Sugarmill Woods' subdivision, located on the south side of State Road 480 (Oak Park Boulevard) within the Sugarmill Woods Oak Village Association's boundary is (are) a Multi-Family Residential Zone to be used for multi-family dwelling units by a family, their household servants and guests. Only one building shall be erected of one-story construction with a maximum of two units (residences) in the building and an attached two-car garage for each unit, restricted to the use of a maximum of two family occupancy. The minimum square footage permitted per unit is 900 square feet living space. Each lot

owned by a common entity or person may be constructed and shall be governed by these restrictions including, but not limited to, setbacks, easements, architectural design, landscaping, and maintenance. Only one building shall be erected on a lot. No portion of a platted lot may be subdivided.

A construction shed may be placed on the lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings, trailers, or similar structure may be moved onto the lot.

34. CLEARING OF UNDEVELOPED LOT(S)

No undeveloped lot(s) may be cleared of vegetation without a permit issued by the Association's Architectural Control Committee and proper documentation from the County.

35. DEED RESTRICTION APPROVALS

WHEREAS, Association is a successor in interest to Punta Gorda, Inc., the "Grantor" under the Declaration as originally and subsequently recorded, and in accordance with Article 25 of the Declarations hereby amends the provisions of said Article to add the following language thereto:

The Board of Directors, as successor to the Declarant, shall have the power and authority to amend this Declaration when necessary for the health, safety and welfare of the members. The members may revoke any amendment or approve any additional amendment, which shall not be subject to revocation by the Board. Such amendment shall be considered at any duly called meeting of the members for that purpose or at the Sugarmill Woods Oak Village Association Annual Meeting, at which a quorum is present and approved by a majority of the voting interest of the membership, present and voting, in person or by proxy or by mail with proper ownership documentation. (01/03/2005)

36. SPORTS COURTS

No Wood, concrete, plastic or other permanent basketball, tennis or other sports court shall be installed upon any lot. (9/28/2009)

37. YARDSCAPES, FURNITURE AND RECREATIONAL EQUIPMENT

Furniture designed for outdoor use may be kept outside of a home on a patio or lanai. Recreational equipment, such as a trampoline, swing set, jungle gym, portable kiddie pool, badminton net back stop, grill and all other personal property used outside a home on a lot shall be kept out of view from any street. When these items are used on a corner lot, these items shall be concealed from view from the street using trees, shrubs, and hedges. (9/27/10)

38. FLAGS, POLES AND STAFFS:

Maximum height of a flag pole: No higher than twenty (20) feet, per state statute.

Types of poles or devices for display: A free standing flagpole no more than 20 feet high, as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement and/or a short staff extending from a building at an upward angle of (45) forty-five degrees or more, must be of professional quality and appearance. When a patriotic effect is desired, the approved flags may be displayed twenty-four hours a day if properly illuminated during the hours of darkness.

Number of flags: Only a total of four (4) flags or banners may be flown per address. One official United States flag, not larger than 4 ½ feet by 6 feet may be displayed. Additionally, you may display the official flag of the State of Florida, or the United States Army, Navy, Air Force, Space Force, Marines, Coast Guard, POW-MIA flag, or a first responder flag. A first responder flag is defined as any flag that recognizes and honors the service of the following: law enforcement officers, firefighters, paramedics, emergency medical technicians, correctional officers, 911 safety telecommunicators, advanced practical registered nurses, licensed practical nurses, registered nurses, search and rescue of the Department of Emergency Management, or Federal law enforcement officers. Such other flags must be equal to or smaller than the United States flag. If a U.S. sports team flag is flown, it must be displayed below these approved flags. No other flags will be approved.

Condition of flags maintained: All flags must be maintained in good condition with no extreme fading, wear or torn edges. The Board reserves the right to further limit this provision at any time. (9/9/24)

39. HOUSE PAINTING COLORS/COMBINATIONS

PAINT, SHINGLES AND ALL OTHER IMPROVEMENTS of the Sugarmill Woods Oak Village Association, Inc.'s ACC Standards is implemented as follows to comply with Florida Statutes Chapter 720.3035:

1. The color palette book located at the Oak Village office containing quad-color combinations for body, trim, front door and roof is adopted as the listing of approved quad-color combinations for houses within the jurisdiction of the Sugarmill Woods Oak Village Homeowners Association, Inc. The colors specified for body, trim, front door and roof are not interchangeable with different combinations or within a single combination.
2. If a homeowner submits an ACC request for exterior painting that reflects one of the authorized color combinations mentioned in the color palette book, approval by the Architectural Control Committee shall not be denied or withheld.
3. The authorized color combinations may be amended from time to time by the Board of Directors to include additions, deletions, or modifications.
4. The listed manufacturers are not the required vendor/supplier of proposed paint. However, to be considered an authorized color/combination, any paint proposed/applied must be identical in color and quality to that set forth in the color palette book referenced above.
5. The above reference rules apply to painting & repainting. Any alternative colors submitted by a home owner shall be submitted to the ACC for review. Painting that is unauthorized by the ACC with an unapproved pallet is in violation and repainting shall be required at the owner's expense to avoid further action from the Board of Directors.

38. FLAGS, POLES AND STAFFS:

Maximum height of a flag pole: No higher than twenty (20) feet, per state statute.

Types of poles or devices for display: A free standing flagpole no more than 20 feet high, as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement and/or a short staff extending from a building at an upward angle of (45) forty-five degrees or more, must be of professional quality and appearance. When a patriotic effect is desired, the approved flags may be displayed twenty-four hours a day if properly illuminated during the hours of darkness.

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