

**CREEKSIDE COMMUNITY ASSOCIATION, INC.**

**COMMUNITY STANDARDS**

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Creekside  
Community Standards  
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## CREEKSIDE COMMUNITY ASSOCIATION, INC.

### COMMUNITY STANDARDS

Pursuant to the Declaration of Covenants, Conditions & Restrictions for Creekside ("Declaration"), Lennar Homes, Inc. as Developer has appointed the Architectural Control Committee for Creekside (the "ACC"). Pursuant to the Declaration, the ACC hereby adopts the following procedures, which shall be known as Community Standards.

1. Defined Terms. All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.
2. Approval Required. The ACC shall approve or disapprove any improvements or structure of any kind within any portion of Creekside including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object, and/or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Home or any other portion of Creekside. The ACC shall approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ACC shall be submitted in writing to the Board, and evidence thereof shall be made at the request of an Owner, by a certificate in recordable form, executed under seal by the President or any Vice President of Association. Any party aggrieved by a decision of the ACC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be binding and final. Notwithstanding the foregoing, ACC approval is not required for improvements or changes to the interior of a Home not visible from the exterior of a Home.
3. Deviations. The ACC has the right to deviate from the provisions of these Community Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any Owner, without consent of the Owner of any adjoining or adjacent Home. Any deviation, which shall be manifested by written agreement, shall not constitute a waiver of any restriction or provision of these Community Standards as to any other Home. The granting of a deviation or variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.
4. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

4.1 Application. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application and fee(s) as established by the ACC. The current "Architectural Modification Request" form is attached hereto as an exhibit.

4.2 Plans Generally. Currently, the ACC requires a complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Home, which plans shall include the proposed elevation of all floor slabs and pool decks, and a complete set of the drainage plan, grading plan, tree survey, lot survey, color plan and materials designation plan for such improvement or structure.

4.3 Revised Plans. Preliminary plans and drawings must be submitted to the ACC, and approval of the same obtained. The ACC may require the submission of final plans and specifications if initial plans must be revised. All plans and drawings submitted must be signed by both the professional who has prepared such plans and drawings and the Owner of the Home, and must include (unless waived by the ACC) the following:

4.3.1 A current certified survey of the Home showing the proposed location of the improvement, grade elevation, contour lines, location of all proposed paved areas and location of all existing trees.

4.3.2 A landscape plan including a graphic indication of the location and size of all plant materials on the site (existing and proposed), and the Latin and/or common names of all plants and their planted size.

4.3.3 The ACC may also require submission of samples of building materials and colors proposed to be used.

4.4 Incomplete Application or Supplemental Information Required. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

4.5 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of ACC. In lieu of a meeting, the ACC may act in writing.

4.6 Time for Review. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications

and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

4.7 Rehearing. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

4.8 Appeal to Board. Upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns.

4.9 Procedures. The ACC shall adopt, from time to time, additional procedures and forms necessary to carry out its responsibilities under the Declaration and these Community Standards.

## 5. The Criteria.

5.1 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

5.2 Time for Completion. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

5.3 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes.



5.4 Harmony and Appearance. The ACC shall have the right of final approval of the exterior appearance of all Homes including the harmony of the architectural design with the other Homes within the community, including but not limited to, the quality and appearance of all exterior building materials.

5.5 Architect. All Homes in the community shall be designed by a registered architect.

5.6 Setbacks. The minimum front, side and rear setbacks and minimum square footage for all Homes in the community shall be as required by Polk County Building Code. Where conditions permit, the ACC, at its sole discretion, may require larger setbacks.

5.7 Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Home. Unless approved by the ACC as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure or greenhouse may be constructed separate and apart from any residential building nor can such structure(s) be constructed prior to construction of the main residential dwelling.

5.8 Work Commencement. No work shall commence prior to approval by the ACC. No foundation for a building shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ACC. It is the purpose of this approval to assure that removal of desirable existing trees is minimized and that the building is placed on the Home in its most advantageous position.

5.9 Exterior Color Plan. The ACC shall have final approval of all exterior color plans including materials, and each Owner must submit to the ACC, a color plan showing the color of all exterior surfaces which shall include samples of the actual colors to be utilized and the materials. The ACC shall determine whether the color plan and materials are consistent with the Homes in the surrounding areas and that they conform with the color scheme of the community. The color plan must be submitted prior to construction or repainting. The ACC, at the direction of Association, reserves the right, and is hereby given the right, to determine that any building in the community is in need of outside painting. In the event the determination is made that a building requires outside painting, the ACC shall give the Owner(s) of such building notice of such determination, which notice shall be accompanied by the demand that such Owner(s) comply with such demand within 45 days after the mailing of such notice. In the event such Owner(s) fail to comply with such notice and demand, the ACC shall have the right, but not the obligation, to cause such outside painting to be done and performed, and shall make an Individual Assessment against the Owner(s) to cover the costs of such outside painting, including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such work, and shall have full lien rights against the Home as set forth in the Declaration.

5.10 Roofs, Eaves and Gables. All roofs, including the replacement of all or any part of a roof, must be approved by the ACC. No asphalt roofs shall be permitted. All required heat and

plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the ACC. In all events such vents and roof edge flashing shall be painted the same color as the roof. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material. All roof main spans shall have a slope or pitch of a minimum of five feet of rise for each twelve feet of lateral distance, or 5/12. Roofing materials shall be fungus resistant shingles with a minimum twenty year warranty, or other materials of similar useable life approved by the ACC. All shingles shall be fungus resistant if other than black. Under eaves, the fascia shall be a minimum of six inches, and the soffit shall be a minimum of eight inches. The ends of gables shall be finished with the same material finishing on the sides of the house.

5.11 Window Frames. Window frames other than wood must be either anodized or electronically painted. If a window frame is steel, the color should be in harmony with the exterior. No mill finish aluminum color will be allowed. All windows must utilize white or bronze window frames. Wood frames must be painted white.

5.12 Front, Rear and Side Facades. The treatment of the rear and side facade will be similar to that of the front elevations of the Home and similar materials will be used as determined by the ACC.

5.13 Garages. No carports will be permitted. Garage doors may have embossed facing and lights (but only in the upper panels of the garage door). All garage doors must be color compatible with the Home exterior.

5.14 Driveway Construction. All Homes shall have a driveway of concrete constructed on an approved base. Prior approval for other materials must be obtained from the ACC. A sample of the requested material to be used must be submitted at the time of application for change. All requests for the extension or modification of a driveway must be submitted to the ACC with an application. Walkways may be comprised of pavers, bricks, stamped concrete, or poured concrete. No gravel driveways will be permitted.

5.15 Signs. The following signs shall be permitted:

5.15.1 Such signs as Association shall establish as being necessary for purposes of orientation, directional, or traffic control.

5.15.2 Such signs as are presently authorized to developers and builders until such time as the Lots are sold.

5.15.3 A pool builder may place a sign as needed for permit purposes during construction of a pool. Such sign must be removed immediately upon completion of construction.



5.15.4 Owners must obtain one "For Sale" sign from the Association's designated sign company. Contact your community manager for details on how to order. "For Rent" signs, anywhere, are NOT permitted.

5.15.5 No other signs of any kind shall be displayed in the public view on any property within Creekside and all Owners of property subject to these Community Standards do hereby grant to Association and the ACC, the right to enter upon their property for the purpose of removing any unauthorized signs.

5.16 Games, Play Structures and Recreational Equipment. No basketball-backboard, swing set, gym, sand box, nor any other fixed or portable game or play structure, including, without limitation, portable goals, platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located within the sight of the street or of any neighboring properties unless properly screened as determined by the ACC. All such structures must have the prior written approval of the ACC. **See attached addendum for detailed information.**

5.17 Fences, Walls and Screens.

5.17.1 No fences or walls shall be constructed on any Home without the prior written consent of the ACC. No chain link fencing is allowed. All screening and screened enclosures shall have the prior written approval of the ACC and shall be constructed utilizing white or bronze aluminum to match the window frames. Screening shall be charcoal in color. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior approval of the ACC. **See attached addendum for detailed information.**

5.18 Landscaping Criteria. Basic landscaping plans for each Home or the modifications to any existing landscaping plan must be submitted to and approved by the ACC. All landscaping must be installed as to fit in with neighboring properties. The ACC may reject the landscape plan based upon its review of its overall design and impact. Such landscaping plan must detail the location of beds and planting materials. New plantings shall require the Owner to maintain such area at such Owner's own cost as the Association shall only maintain landscaping as installed by Developer or the Association. The planting of dangerous plants resulting in unusual or excessive debris will not be permitted. No invasive or non-native (e.g., melaleuca, brazilian pepper) plants are permitted. No landscaping shall be removed without the prior written approval of the ACC. Each Owner is solely responsible for compliance with landscaping and zoning codes.

5.19 Swimming Pools. Any swimming pool to be constructed on any Home shall be subject to the requirements of the ACC, which include, but are not limited to, the following:

5.19.1 Composition to be of material thoroughly tested and accepted by the industry for such construction;

5.19.2 No lighting of a pool or other recreation area shall be installed without the approval of the ACC, and if allowed shall be designed for recreation character so as to buffer the surrounding Homes from the lighting;

5.19.3 All applications for the installation of a swimming pool must be accompanied with a certified survey no more than ninety (90) days old of the Home and the proposed pool and a building permit. The pool must comply with all applicable set-back requirements;

5.19.4 Pool filter equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. The need to screen equipment may be necessary. All screening must have the prior written approval of the ACC and must be color compatible with the Home;

5.19.5 Pool heating equipment must comply with all applicable building, zoning and fire codes. The need to screen equipment may be necessary. All screening must have the prior written approval of the ACC and must be color compatible with the Home; and

5.19.6 Above ground pools are prohibited. Spas and Jacuzzis must have the prior written approval of the ACC.

5.20 Tennis Courts. Tennis courts and game courts are not permitted within Lots.

5.21 Garbage and Trash Containers. No Home shall be used or maintained by an Owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept out of public view from either the front of a Home or from neighboring properties.

5.22 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Home at any time as a Home either temporary or permanently.

5.23 Window Air Conditioning. No window or wall air conditioning units shall be permitted.

5.24 Mailboxes. There will be standard mailbox kiosks located at various locations throughout the community of Creekside. All homes will be required to keep their mailboxes in good repair. If and when any part of the mailbox or post must be repaired or replaced, the community manager should be contacted so that repairs can be made. If and when the United States mail service or the newspaper involved shall indicate a willingness to make delivery to wall receptacles attached to Homes, each Owner, on the request of the ACC, shall replace the boxes or receptacles previously employed for such purpose with the wall receptacles attached to Homes.

5.25 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. No exposed wiring on exterior of a structure will be permitted other than originally installed by Developer.

5.26 Antenna. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, or antenna towers are subject to the prior approval of the ACC. The ACC may require that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes. An approved flagpole may not be used as an antenna. One meter satellite dishes may be placed below the roof line in rear of the Home with the prior approval of the ACC as provided in Section 6.2 herein. **See attached addendum for approved locations.**

5.27 Flags. No flag or banner shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Creekside that is visible from the outside without the prior written approval thereof being first had and obtained by the ACC as required by these Community Standards. No in-ground flag poles (except as Developer may use) shall be permitted within Creekside, unless written approval of the ACC is obtained. Notwithstanding the following, flags which are no larger than 24" x 36", attached to a home and displayed for the purpose of a holiday, shall be permitted without ACC approval.

5.28 Holiday Lights. Holiday lights may be put up on Homes within Creekside so long as the lights do not create a nuisance (e.g., unacceptable spillover to adjacent lot) or excessive traffic and as set forth in the Declaration. Lights may be installed no earlier than Thanksgiving Day and must be removed no later than January 7.

5.29 Additions. Rain water from a new addition roof or new grade of Home terrain must not run on neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. Each Owner is responsible for maintaining established drainage patterns on the lot comprising the Home so as not to adversely affect drainage in any other portion of Creekside.

5.30 Awnings and Shutters. All awnings and shutters must be approved by the ACC and must be color compatible with exterior of the Home. Storm/hurricane Shutters may be installed 48 hours prior to the expected arrival of a hurricane in the area and must be removed no later than three days after the warning is lifted. All permanent mounted storm shutters may be panel, accordion or roll-up style and must be white in color and approved by the ACC. Other colors may be considered and approved when submitted by the applicant and deemed compatible to the house and neighborhood by the ACC. Except as the ACC may otherwise decide, shutters may not be closed at any time other than a storm event.

5.31 Doors. The replacement of exterior doors must be color compatible with the exterior of the Home. All exterior entrance doors must be compatible with the community.

5.32 Glass Block. The use of glass block on an existing Home or the use of glass block in an addition to an existing Home is subject to approval.

5.33 Storage Sheds. All storage sheds must have the prior written approval of the ACC. Sheds must be constructed of materials and colors to match the Home and the overall height shall not exceed seven and one half feet (7½'). Sheds must be screened from view with a six foot privacy fence of an approved style for the community. No metal sheds will be approved. Sheds made of PVC may be approved if their overall height will not exceed six feet (6').

5.34 Gutter and Solar Collectors. All gutters must match the exterior house color, trim color and window metal color. Gutter down spouts must not concentrate water flow onto neighboring properties. Solar collectors must not be installed so as to be visible from the street.

6. Express Approval.

6.35 Notwithstanding any provision herein to the contrary, unless the ACC disapproves one of the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

6.35.1 Re-paint house exteriors and trims in the identical color previously approved by the ACC.

6.35.2 Re-surface existing driveways in the identical color/material previously approved by the ACC.

6.35.3 Replace existing screening with identical screening materials previously approved by the ACC.

6.35.4 Replace existing exterior doors with identical exterior doors previously approved by the ACC.

6.35.5 Mailbox with identical Security Lighting if any.

6.35.6 Replace existing roof with identical roof material.

6.36 Notwithstanding any provision herein to the contrary, unless the ACC disapproves the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:



6.36.1 Installation of an antenna designed to receive direct broadcast satellite services, video programming services via multipoint distribution services, and/or television broadcast services.

6.36.2 Installation of a satellite earth station antenna that is one (1) meter or less in diameter.

All references in this paragraph to "identical" shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (*i.e.*, the identical style, texture, size, color, type, etc.).

7. Deviations. No construction may commence until the final plans and specifications have been approved by the ACC. No deviations from the approved plans and specifications shall be permitted and the ACC may require work to be stopped if a deviation is discovered until the deviation is corrected. Association may withhold issuance of its Certificate Of Compliance if the completed Home deviates from the ACC approved plans and may take appropriate action against the responsible parties to require conformance to the ACC approved plans.

8. Administrative Fees and Compensation. As a means of defraying its expense, the ACC may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications, to be not more than one fourth of percent (¼%) of the estimated cost of the proposed improvement, subject to a minimum fee of Twenty-Five and no/100 dollars (\$25.00). No additional fee shall be required for re-submissions. No member of the ACC shall be entitled to any compensation for services performed pursuant to these Community Standards. In addition, if special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the ACC for the cost of such review.

9. Liability. Notwithstanding the approval by the ACC of plans and specifications submitted to it or its inspection of the work in progress, neither it, Developer, Association, nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ACC, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the ACC shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ACC, Association, or Developer owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ACC, Association, and Developer from any and all claims resulting there from including reasonable attorneys' and paraprofessional fees and costs. The approval of any proposed improvements or alterations by the ACC shall not constitute a warranty or approval as to, and no member or representative of the ACC or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have

automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and Association, generally, from and for any loss, claim or damages connected with such aspects of the improvements or alterations.

10. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

10.1 Miscellaneous. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Creekside shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Creekside shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Creekside and no construction materials shall be stored in Creekside subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Creekside or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Community Standards. Any permit boards or signs must be removed immediately upon completion of construction and work activities. In the event an Owner fails to comply with the foregoing, the ACC shall have the right, but not the obligation, to cause the boards and/or signs to be removed and to charge an Individual Assessment against the Owner to cover the cost of removal including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such removal.

10.2 Required Lists. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, material men and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Creekside as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

10.3 Owner Responsibility. Each Owner is responsible for insuring compliance with all terms and conditions of these Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the



other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Creekside. Each Owner is responsible for restoring any Common Areas damaged or destroyed by work activities of such Owner's contractor(s).

10.4 ACC Standards. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, contractors and their respective employees within Creekside. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Creekside and each Owner shall include the same therein.

11. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Creekside for the purpose of determination whether there exists any violation of the terms of any approval or the terms of the Declaration or these Community Standards. Without limiting the foregoing, the ACC shall have the right to make inspections during the construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the ACC.

12. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of the Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Community Standards, by any legal or equitable remedy.

13. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

14. Exemption. Notwithstanding anything to the contrary contained in these Community Standards, any improvements of any nature made or to be made by Developer, or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall **not** be subject to the review of the ACC, Association, or the provisions of these Community Standards.

15. Supplemental Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable

for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

16. Amendments to Community Standards. The ACC shall recommend from time to time to the Board modifications and/or amendments to these Community Standards. Any modifications or amendments to these Community Standards shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board and, prior to the Community Completion Date, by Developer. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Creekside, provided, however, the posting of notice of any modification or amendment to these Community Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.