

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

COMMUNITY STANDARDS

Lennar Homes, Inc.
600 N. Westshore Blvd., Suite 400
Tampa, FL 33609

TABLE OF CONTENTS

1. <u>Defined Terms</u>	4
2. <u>Approval Required</u>	4
3. <u>Deviations</u>	4
4. <u>Procedure</u>	4
4.1 Application.....	4
4.2 Plans Generally.....	5
4.3 Revised Plans.....	5
4.4 Incomplete Application or Supplemental Information Required	5
4.5 <u>Quorum</u>	5
4.6 Time for Review.....	5
4.7 Rehearing.....	6
4.8 Appeal to Board.....	6
4.9 Procedures.....	6
5. <u>The Criteria</u>	6
5.1 Alterations.....	6
5.2 Time for Completion.....	6
5.3 <u>Permits</u>	6
5.4 Harmony and Appearance.....	6
5.5 Architect.....	7
5.6 Setbacks.....	7
5.7 <u>Type</u>	7
5.8 Work Commencement.....	7
5.9 Exterior Color Plan.....	7
5.10 Roofs, Eaves and Gables.....	7
5.11 Window Frames.....	8
5.12 Front, Rear and Side Facades.....	8
5.13 <u>Garages</u>	8
5.14 Driveway Construction.....	8
5.15 <u>Signs</u>	8
5.16 Games, Play Structures and Recreational Equipment.....	9
5.17 Fences, Walls and Screens.....	9
5.18 Landscaping Criteria.....	9
5.19 Swimming Pools.....	9
5.20 Tennis Courts.....	10
5.21 Garbage and Trash Containers.....	10
5.22 Temporary Structures.....	10
5.23 Window Air Conditioning.....	10
5.24 Mailboxes.....	10
5.25 Utility Connections.....	10
5.26 <u>Antenna</u>	10
5.27 <u>Flags</u>	11
5.29 Additions.....	11
5.30 Awnings and Shutters.....	11
5.31 <u>Doors</u>	11
5.32 Glass Block.....	11
5.33 Storage Sheds.....	11
5.34 Gutter and Solar Collectors.....	7

6. <u>Express Approval</u>	12
7. <u>Deviations</u>	13
8. <u>Administrative Fees and Compensation</u>	13
9. <u>Liability</u>	13
10. <u>Construction by Owners</u>	13
10.1 Miscellaneous	13
10.2 Required Lists	14
10.3 Owner Responsibility	14
10.4 ACC Standards	14
11. <u>Inspection</u>	15
12. <u>Violation</u>	15
13. <u>Court Costs</u>	15
14. <u>Exemption</u>	15
15. <u>Supplemental Exculpation</u>	15
16. <u>Amendments to Community Standards</u>	16

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

COMMUNITY STANDARDS

Pursuant to the Declaration of Restrictions and Covenants for Trapnell Ridge ("Declaration"), Lennar Homes, Inc. as Developer has appointed the Architectural Control Committee for Trapnell Ridge (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 Trapnell Ridge 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 Trapnell Ridge. The ACC shall approve or disapprove any exterior addition, 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 dispositive. 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, and 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 application form is attached hereto as Exhibit A.

4.2 Plans Generally. Currently, the ACC requires two (2) 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 two (2) 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 Hillsborough 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 "for rent" or "for sale" signs from the Association's designated sign company. Contact your community manger for details on how to order.

5.15.5 No other signs of any kind shall be displayed in the public view on any property within Trapnell Ridge 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 a standard mailbox design for the community of Trapnell Ridge. The association will maintain the centralized mailbox unit(s).

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 devises, 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 Trapnell Ridge 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 Trapnell Ridge, 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 Trapnell Ridge 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 Trapnell Ridge.

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 (7.5'). 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.

6.1 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:

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

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

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

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

6.1.5 Mailbox with identical Security Lighting if any.

6.1.6 Replace existing roof with identical roof material.

6.2 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:

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

6.2.2 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 Trapnell Ridge 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 Trapnell Ridge shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Trapnell Ridge and no construction materials shall be stored in Trapnell Ridge 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 Trapnell Ridge 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 Trapnell Ridge 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 Trapnell Ridge. 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 Trapnell Ridge. 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 Trapnell Ridge 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 Trapnell Ridge 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 Trapnell Ridge, 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.

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

CONSTRUCTION POLICY

Trapnell Ridge Community Association, Inc. is a homeowners association developed by Lennar Communities. The following rules shall apply to all employees of contractors and service personnel while on-site at Trapnell Ridge Community Association, Inc:

1. **Parking and Construction Hours** - All construction and service personnel shall park on a paved street or on a lot on which construction is occurring. There should be an attempt to park on one side of a paved street only. Contractors may not park so as to block mailboxes. There shall be no parking on lots adjacent to the one on which construction is occurring. Vehicles parked in prohibited areas may be towed at the owner's expense. **All contractors should abide by posted speed limits. If speed limit signs are not posted the maximum allowable speed is 25 mph.** Access for construction will be limited to the following hours:

Monday through Friday	7:00 am - 7:00 pm
Saturdays	9:00 am - 5:00 pm
Sundays & Holidays	10:00 am - 4:00 pm

2. **Job Site Maintenance** - Job sites shall be kept in as neat and clean a condition as possible during construction operations. The contractor shall install either a four-sided 4' x 8' plywood trash container or a minimum of a 20-yard dumpster on each lot during construction activities thereon. The contractor shall ensure that trash is contained on a daily basis. The trash container or dumpster must always be emptied before the accumulations therein reach the top of the container/dumpster. Trash and discarded debris shall be removed to an off-site location and disposed of in a legal manner. No dumping, littering or pollution of Trapnell Ridge Community Association areas will be allowed. In the event that trash and debris accumulates and is not disposed of in a timely manner, Lennar Communities has the option to dispose of the trash and debris and invoice the builder.
3. **Community Roadways** - Builders will be responsible to maintain the residential community roadways so that they are free of dirt and construction debris. Builders are required to have streets swept on a regular basis while construction is occurring. If excess dirt is found to be in the storm water system during the course of construction in the community, builders will be assessed their pro-rated share of the costs to clean the storm system.
4. **Restroom Facilities** - each builder shall provide and maintain sanitary restroom facilities on-site during construction activity for the use of its workers. Portable facilities shall not be located on paved streets or sidewalks. Port-a-lets may not be placed a top storm drains. All waste material shall be disposed of off-site.
5. **Damage to Utilities** - Any damage to streets, curbs streetlight, street markers, common area landscaping and irrigation, drainage inlets, walls and all utility installations (telephone, electric service potable water, cable television, natural gas, storm sewers and sanitary sewers) will be repaired by the builder or subcontractor. If any utility installation is cut or damaged in any way, it is the responsibility of the person cutting or damaging the line to report the incident to the developer's project manager. The Developer reserves the right to make repairs if builder or subcontractor fails to do so in timely manner. The cost of such repair will be borne by the responsible party.

6. **Insurance and OSHA** - All builders, contractors and service personnel shall be properly covered by workman's compensation and all other considerations as required by Hillsborough County and OSHA. Violations of safety standards, work policies or labor laws shall be adequate grounds for penalties, fines, shutdowns or expulsion from Trapnell Ridge Community Association at the option of Lennar Communities.
7. **Utilities** - Contractors will only use the utilities on the immediate site on which they are working and only if said utilities have been approved for use.
8. **Signage** - All signage (excluding permit boards) shall be approved in advance by Lennar Communities.
9. **Audio Devices** - tape, CD or radios in worker's vehicles may not be played.
10. **Hunting and Fishing** - No hunting or fishing is permitted within Trapnell Ridge Community Association, Inc.
11. **Negligence and/or Damage** - Lennar Communities reserves the right to charge, fine or expel any builder, subcontractor or service personnel who willfully or negligently damages, destroys, pollutes, harms or steals another's property, amenities, equipment, natural resources or wildlife on any area of land within Trapnell Ridge Community Association, Inc.
12. **Children and Pets** - Children and pets of contractor and service personnel will not be allowed on-site.
13. **Subcontractors** - Homebuilders shall be responsible for the conduct and actions of all of their prime contractors, subcontractor, suppliers and their employees while in Trapnell Ridge Community Association, Inc. property immediately.
14. **Right to Enter Job Site** - Lennar Communities, its authorized representatives and Architectural Control Committee shall be permitted access to all job sites while under construction to answer questions, to conduct inspections and to monitor construction schedules and compliance with the regulations within the Community Standards and Declaration for Trapnell Ridge Community Association, Inc.

Developer

Lennar Communities
600 N Westshore Blvd, Suite 400
Tampa, FL 33609

Homeowners Assn Management

Condominium Associates
P.O. Box 4232
Winter Haven, FL 33885

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.
UNIFORM COLLECTION POLICY

WHEREAS the Board of Directors of the Association is charged with the responsibility of collecting assessments for common expenses from homeowners pursuant to the Governing Documents; and

WHEREAS from time to time homeowners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current; and

WHEREAS the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue; and

WHEREAS the Board has retained the Association's attorneys for their experience in representing homeowners associations in collection matters; and

WHEREAS the Board has directed the Association's attorneys to represent the Association on the terms outlined in this resolution; NOW, THEREFORE,

BE IT RESOLVED that the Association's attorneys shall pursue all collection and other matters which the Board, acting through the Managing Agent, may from time to time refer to them and to provide any advice and counsel which the Board may from time to time require; and

BE IT FURTHER RESOLVED that pursuant to the Governing Documents any assessment account which is not paid in full as of fifteen (15) days after the due date set by the Board from time to time shall bear interest at the rate of eighteen (18%) Percent per annum (and Late fees in the amount of \$25.00 monthly, if applicable); and

BE IT FURTHER RESOLVED that the Managing Agent is directed to send to any homeowner who is more than fifteen (15) days delinquent in the payment of regular or special assessments, or other charges authorized by the Association's governing documents or state statutes (hereinafter referred to as "Assessments"), a written notice of the delinquent balance and a request for immediate payment; and

BE IT FURTHER RESOLVED that if the account remains unpaid, the Managing Agent is directed to have the Association's attorney take formal legal proceedings against the owner, by first sending the statutorily required forty-five (45) day notice, which shall include legal fees and an additional collection cost of \$50 (Fifty Dollars) to offset the costs of the Managing Agent working with counsel to collect said delinquent assessment; and

BE IT FURTHER RESOLVED that the Attorney is directed to send to any homeowner who remains delinquent, a notice that a claim of lien shall be filed, together with a written notice, that if the account is not paid in full within forty-five (45) days the Attorney shall thereafter be authorized to bring an action to foreclose the Association's lien or recover damages, and the homeowner will be liable for payment of all charges imposed by the Association's attorney and Managing Agent to cover fees and costs charged to the Association; and

BE IT FURTHER RESOLVED that, as required by law, any payment received by the Association and accepted shall be applied first to any interest accrued, then to any actual costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment; and

BE IT FURTHER RESOLVED that the Managing Agent is directed to consult with the Association's attorneys and turn over for collection immediately any account where the owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association's attorneys for collection:

1. All contacts with a delinquent homeowner shall be handled through the Association's attorneys. Neither the Managing Agent nor any Association officer or director shall discuss the collection of the amount directly with a homeowner after it has been turned over to the Association's attorneys unless one of the Association's attorneys is present or has consented to the contact.
2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current, unless otherwise agreed to by counsel and management.
3. The Association's attorneys' legal fee and actual costs of the Managing agent shall be assessed against each delinquent parcel and its owner when the account is turned over to the Association's attorneys for collection.

IN WITNESS WHEREOF, The Board of Directors has approved the provisions hereof this 20th day of January, 2009, at a duly called meeting of the Board at which a quorum was present, by a vote of 6 to 0

Respectfully submitted, Susan M. Beller, Secretary

GROUNDS MAINTENANCE SPECIFICATIONS & CONTRACT FOR TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

The contractor shall perform the maintenance and furnish all labor, equipment, services, supplies and materials (except as noted in contract) for complete landscaping and maintenance, including, but not limited to, mowing grass, cultivating plants, trees and shrubs, fertilizing, weeding, edging and policing of all areas as noted on attached Master Plan.

All work shall be performed between the hours of 8:00 AM and 6:00 PM Monday through Friday. During the rainy season, generally June through September, the work times may be expanded from 7:00 AM to 7:00 PM Monday through Friday. Grounds maintenance crew will report to the job site fifty-two (52) weeks per year. If the turf does not require mowing, other necessary services will be performed.

A foreman shall be assigned to the community with whom the property manager may communicate on a regular basis. The assigned foreman shall contact the property manager once each week, and such communication shall include the following:

- Detailed and dated account of any materials or service functions to be performed during each visit for verification and confirmation at completion.
- Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge
- Detailed and dated enumeration of problems encountered, during service performance, and recommendation for solution.

The Contractor will supervise and direct the work and his employees, to the best of his ability, and be solely responsible for all techniques, sequences, procedures, coordination of services, and actions of his employees. Contractor service personnel shall maintain a neat appearance in suitable clothing and in company identification uniform.

The community shall be maintained according to the following specifications:

A. MOWING

1. Mow all specified areas with power lawn mower of sufficient horsepower to leave a neat, clean, uncluttered appearance. The number of mowings shall depend on the requirements of the growing seasons and conditions, with a minimum of forty-two (42) mowings per year. Suggested schedule is as follows:

January – February	Bi-weekly
March – October	Weekly
November – December	Bi-weekly

2. All mowed areas to be either bagged or raked if conditions require. All mowers must have mulching and sharp blades.
3. All grass clippings on streets, curbs and sidewalks shall be swept or blown away at time cutting takes place. Heavy or excessive clippings will be removed upon completion of mowing.
4. All blowing shall be done in a direction away from the buildings and away from cars.

5. Mowing on all lake/pond banks will be in a direction to keep grass clippings from blowing into the lake/pond. Lake banks and retention ponds will be mowed to the water's edge.
6. All grassy areas located on the property will be thoroughly and evenly mowed according to the type of grass and not shorter than three inches.
7. No tire ruts are to be left in lawn in wet areas. These wet areas are to be hand cut. If too wet, ground shall be allowed to firm up to allow normal mowing procedures or turf should be trimmed by line trimming methods.

B. EDGING

1. All lawn areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking lots, curbing, headers, and retaining walls will be wedged with a "blade edge" in order to maintain clean, crisp, and consistent edge lines.
2. Bed edges will be kept clean and well defined around color beds, shrub beds, open beds, and tree trunks so as to prevent encroachment from lawn and other adjacent materials.
3. All grass clippings and debris from edging will be blown, swept for carted away.
4. Contractor will hand clip or chemically treat around posts, lights, signs, trees, utility installations and valves as required to keep a neat, clean appearance. No chemical treatment is to be done around the perimeter of any home at any time. Sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. Contractor is also responsible for maintaining the base of walls and fences.
5. Care shall be taken to avoid chipping, marring or in any way damaging pavements, concrete fixtures, light poles, flower bed edging, plants, trees, and building or wall surfaces.
6. Edging will be performed on a regular basis so as to coincide with the mowing schedule. All sidewalks and curbs will be edged every time the turf is mowed. Plant beds will be edged as often as required to prevent turf encroachment into the plant beds.

C. WEEDING

1. Contractor shall weed all planting beds, hedges, shrubs and plant and tree beds every week to keep the beds weed free in order to present an acceptable appearance.
2. Ground cover beds infested with weeds will be chemically treated.
3. Weed control in plant beds, open beds, ground between plants, joints in walks, decks, curbs and drives will be performed using appropriate manual (hand pulling) and/or chemical (herbicide) control methods. When it is necessary and practical to use chemical control, pre and post emergent herbicides will be applied with care so as not to injure adjacent desirable plants.

D. PRUNING/TRIMMING

1. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance. All shrubs, vines, plants and trees shall be pruned and shaped as necessary to:

- (a) Remove dead, diseased or injured branches and palm fronds;
 - (b) Keep all sidewalks and roadways in passable condition and eliminate overhanging branches or foliage which obstructs and hinders pedestrian or motor traffic;
 - (c) Retain the individual plant's natural form and prune to eliminate branches that are rubbing against walls, utility areas or buildings.
2. All hedges/shrubs will be trimmed at least twice per month in the growing season and once per month in the non-growing season to provide a neat and clean appearance. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth.
 3. All trees above eight feet shall be trimmed at the expense of the Association outside of this contract. Said trees shall be trimmed two times per year (May and October), or as directed by the Association. Pruning of trees under eight feet shall be performed by contractor as needed. The contract shall outline the number of trees and a per unit cost. Please refer to individual bid page per community.
 4. All clippings and debris from pruning will be blown, swept or carted away at the time pruning takes place.

E. POLICING

1. Contractor shall police all areas under contract during each time of mowing and remove all trash and debris from grounds. The common area grounds shall also be policed for trash and debris on all non-mowing visits.
2. Contractor shall police all bodies of water under contract during each time of mowing and remove all trash and debris from edges of pond/lake banks as well as within 25 feet into the water by netting.
3. Property shall be inspected 52 weeks per year and detailed as necessary to maintain 100% quality appearance.
4. Contractor shall forward proposals to repair all ruts or tire marks caused by construction and/or residential traffic to the property manager for approval. If possible, proposal should state who should be back-charged for such repairs.

F. FERTILIZING, SPRAYING & PEST CONTROL FOR TURF:

1. Granular or liquid fertilization of all St. Augustine turf areas shall be done four times per year according to the climactic and soil conditions on the following schedule:

Early Spring

(February/March):

Application of fertilizer and minor elements specifically blended for early spring, plus weed control.

Early Summer

(June/July):

Summer blend of fertilizer, minor elements, plus insect control.

Fall
(September/October): A fall blend of fertilizer and minor elements for summer stress recovery plus weed control.

Winter
(December/January): Winterizing blend of fertilizer and minor elements, designed to give the lawn an early spring green up.

2. Granular fertilization of Bahia turf shall be applied in late Spring (April/May) and Late Summer (August/September).
3. All grass shall be sprayed or baited as needed for weeds, insects, fungus or other disease control. This includes ant control three (3) feet away from any buildings or walls in the common areas and reachable flying insect nests on such buildings or walls. Chemicals shall be supplied by the contractor. Herbicide treatment on turf shall be done with a pre and post emergent herbicide for control of broadleaf weeds. Applications will be made in the Spring and again as needed. Mole crickets and chinch bugs shall be treated upon the first sign of infestation on an as needed basis.
4. Two (2) BLANKET atrazine treatments on turf shall be done (December 15 and February 15), with spot treatments performed as necessary.
5. Contractor is responsible for notifying property manager regarding any adverse sod conditions and the measures that will be taken to remedy said situation.

FERTILIZING, SPRAYING & PEST CONTROL FOR SHRUBS:

1. Applications will be made throughout the growing season at different times for different plants, according to their needs. Plant material will be fertilized three times per year as follows:

Spring: Heavy fertilization plus insecticide if needed.

Mid Summer: Fertilizer plus insecticide.

Fall: Fertilizer plus insecticide.

2. Insect infestations shall be treated on an as needed basis. Plants will be inspected on a monthly basis and treatments required at times other than scheduled stops will be made at no additional charge.
3. All plants, trees, vines, shrubs and flowers shall be sprayed or baited as needed for weeds, insects, fungus or other disease control. This includes ant control in the common areas and reachable flying insect nests on recreation buildings or walls.
4. All materials and labor furnished by the Contractor. Re-treatment at no charge for fertilization, fungus, chinch bugs, sod webworms, armyworms, weeds, and nutritional deficiencies.
5. All canary island date palms (if applicable) shall have bud drenches and fungicide treatments performed three times per year. The number of trees treated and cost per tree shall be specified.

G. MULCHING

1. All trees, shrubs and plant beds shall receive mulch two (2) times per year. Mulch shall be pine bark mini nuggets. Please refer to individual bid sheets for number of cubic yards and price per yard. Mulching **will not** be included in the monthly contract amount but shall be invoiced separately and shall state number of cubic yards, price per yard and hours of labor.

H. IRRIGATION SYSTEM:

1. Contractor shall assume responsibility for damage caused to any of the sprinkler heads or control lines that may occur in the process of lawn mowing or edging. Said repairs shall be performed immediately.
2. Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for a minimum of ten (10) minutes. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Sprinkler heads will be trimmed to maintain maximum clearance, at all times, for the greatest coverage. All below ground repairs including valves, pumps and timers are considered unscheduled repairs. Contractor shall supply Management with a written proposal/cost estimate for all such repairs. Upon written approval from Management, contractor shall proceed. In the event of an emergency, contractor shall make a diligent effort to contact Management or their assign prior to making such repair.
3. Above ground repairs that are not the fault of the contractor will be billed upon approval at an additional cost for labor and parts utilized. An irrigation tech shall be on site at the same time each month to perform checks and repairs. The property manager shall be notified what day and time of the week the irrigation tech will be available.
4. Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic condition and all watering restriction for the City/County.
5. Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

I. REPORTS

1. Contractor shall provide to management a written report of work performed for each visit on a bi-weekly basis with notification of any problem areas and a schedule for each month.

J. ANNUALS:

1. Contractor shall replace annuals four (4) times per year and maintain annuals to insure a healthy appearance. Annuals shall be hand-watered as needed to ensure maximum flowering and health of the plant.

2. Annual installations will include all necessary soil adjustments and nutritional requirements to meet the needs of the specific plants installed. This item **will not** be included in the monthly contract amount but shall be invoiced separately and shall state the number of plants installed and the cost per plant.

K. LICENSES:

1. Contractor shall have all valid licenses to perform the work required and copies shall be attached to a proposal and/or the contract, including, but not limited to, Certified Pest Control License, Certified Pest Control Applicators, and Irrigation License.

L. INDEMNIFICATION:

1. The Contractor shall be responsible for all damage to persons or property that occurs as a result of its fault or negligence in connection with fulfillment of the work.
2. Contractor shall furnish the following certificates of insurance with provisions that insurance policies may not be canceled or endorsed in any way which would reduce or limit coverage within ten (10) days prior to written notice to the Association.
 - (a) Workman's Compensation Insurance covering work which will be done on this contract will be provided in accordance with State and Federal Requirements.
 - (b) Comprehensive General Liability Insurance on an accident and occurrence basis with an insurance company licensed to do business in the State of Florida at a minimum of \$1,000,000.

M. TERM OF CONTRACT:

The term of this contract shall be effective for a period of one year (May 1, 2002 – April 30, 2003) subject to renewal within 30 days of the end of the contract. However, the Association may terminate the contract and declare the same to be of no further force and effect by certified mail giving thirty (30) days' notice of termination.

LANDSCAPE MAINTENANCE PRICE BREAKDOWN

<u>Services</u>	<u>Frequency</u>	<u>Monthly Price</u>	<u>Annual Price</u>
Mow, Edge, Line Trim, Blow	42	\$	\$
Policing for trash/debris	52	\$	\$
Shrub trim, hand weed, chem weed	22	\$	\$
Fertilization – St. Augustine turf	4	\$	\$
Fertilization – Shrubs	3	\$	\$
Pest Control – Turf & Shrubs	As needed	\$	\$
Annual Flower Install & Maintenance (invoiced separately)	4	\$	\$
Mulch (labor & materials) (invoiced separately)	2	\$	\$
Irrigation Monitoring	12	\$	\$
Irrigation Repairs (hourly rate)	As needed	\$	\$
Palm trimming	1	\$	\$
TOTAL			

Proposals must be submitted to:

Dusty Eichholt
 North Florida Land Development Division
 Lennar Homes
 600 N. Westshore Blvd., Suite 400
 Tampa, FL 33609
 (813) 901-5263 (813) 882-8193 Fax

MAP OF COMMON AREAS INCLUDED

RULES AND REGULATIONS

USE OF RETENTION PONDS AND LAKES

Storm water retention ponds and lakes in the Community are NOT for recreational use and are a liability to the Association. The ponds and lakes are posted with signs indicating no trespassing, no swimming, no boating, and no fishing, as well as violators will be prosecuted. These activities are NOT permitted in the Community. This rule applies to both residents and non-residents of the Community. Non-residents will be issued trespassing notices from the Sheriff's Office. Residents who are violating these rules will incur legal fees if enforcement is required.

Due to an increasing problem within the Community, the Board has found it necessary to publish the above as a reminder to all residents that water activities are prohibited. At the current time the Community is under Lennar's control, and Lennar is deficit funding and providing the liability insurance for the Association.

When Lennar turns the Association over to the homeowners, and the new Board of Directors and homeowners desire to accept responsibility and liability for water activities, and they are able to obtain Southwest Florida Water Management District's approval, the new Board may change the rules and regulations and obtain the appropriate insurance coverage. Until such time as the Association is turned over, any type of water activity will be prohibited in the Community.

WE STRONGLY ENCOURAGE ALL HOMEOWNERS TO CONTACT THE SHERIFF'S OFFICE IF THEY WITNESS VIOLATIONS. THE SHERIFF'S OFFICE WILL RESPOND. THESE RULES AND REGULATIONS ARE BEING ENFORCED FOR THE SAFETY AND WELFARE OF ALL COMMUNITY RESIDENTS. THANK YOU FOR YOUR COOPERATION.

THE BOARD OF DIRECTORS

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

ARCHITECTURAL MODIFICATION REQUEST

DATE: _____ Is this application a re-submittal of a previous application? Yes / No (circle one)

The undersigned owner seeks approval of the Committee as follows (circle all that apply):

Pool/Spa	Screen Enclosure	Solar Heating Panels	Satellite Dish	Fence
Storm Shutters	Painting	Landscaping	New Construction	Other

DETAILED NARRATIVE DESCRIPTION OF ADDITIONS/ALTERATIONS: _____

(Continue on Additional Sheet if Necessary)

INCLUDED (please circle all that apply):

Copy of Official Lot Survey	Specifications for Alteration	Color Swatches	Material Sample
Brochures	Photographs	Drawings	

Note: Please indicate on lot survey where alterations will be located on Property.

The undersigned property owner hereby acknowledges and agrees that the undersigned shall be solely responsible for determining whether the improvements, alterations or additions described herein comply with all applicable laws, rules and regulations, code, and ordinances: including, without limitation, zoning ordinances, subdivision regulations, and building codes. The ACC shall have no liability or obligation to determine whether such improvements, alterations and additions comply with any such laws, rules, regulations, codes or ordinances.

SIGNATURE OF OWNER _____ PRINT NAME _____

STREET ADDRESS _____

LOT _____ TELEPHONE (H) _____ (W) _____

EMAIL: _____

PLEASE ALLOW UP TO 30 DAYS TO RECEIVE AN APPROVAL FROM THE ACC COMMITTEE

=====

ACTION OF THE COMMITTEE:

_____ RECOMMEND APPROVAL WITH CONDITIONS: _____

_____ REQUEST DENIED FOR THE FOLLOWING REASON: _____

DATE

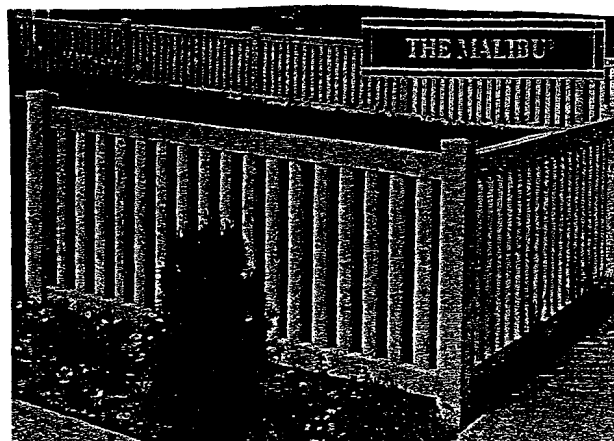
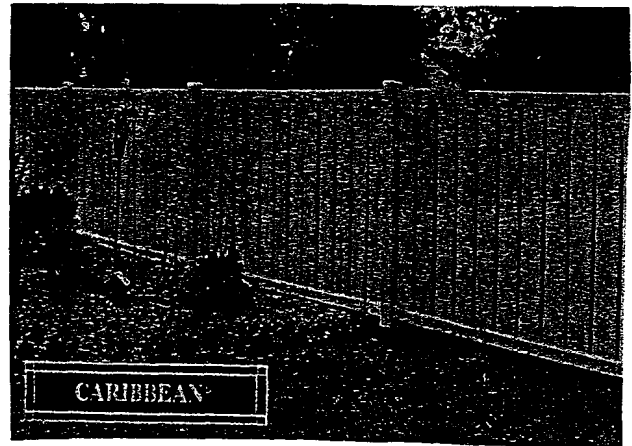
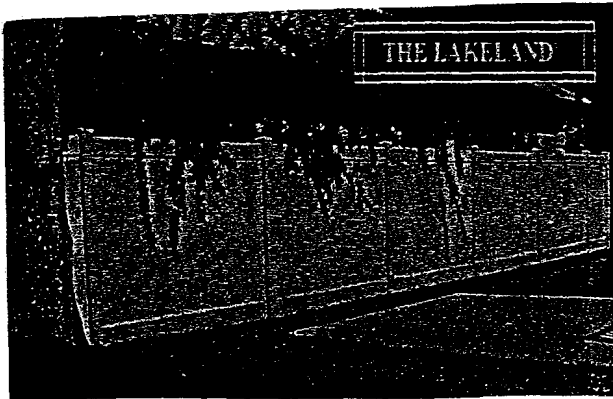
CHAIRPERSON, ACC

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

APPROVED FENCE STYLES

No walls or fences shall be erected or installed without prior approval of the ACC. Fences may be constructed of Ultra Wood or other approved pressure treated wood featuring a minimum of a forty (40) year warranty. Solid white PVC fences will also be permitted. Wooden fence styles permitted are dog eared board on board or dog eared shadowbox. PVC styles are shown below. The Malibu style is approved for 4' in height. All other styles will be 6' in height.

All fences will be installed with the finished side facing the street or neighboring property. NO COLOR STAINS will be permitted. Fences will be installed no more than 6" inside the Owners property line unless there is an easement in which case the fence may be installed on the easement line but not inside of the easement. Irrigation systems must be reconfigured to provide complete coverage outside of the fenced area. Fences must be kept clean and in good repair.



Trapnell Ridge Community association, Inc.

FENCES & LANDSCAPING

ARCHITECTURAL APPLICATION ADDENDUM

NOTE: This form must be signed by the homeowner and returned along with the original architectural application BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Developer shall not be responsible for any drainage issues or property damage.

Prior to submitting your request for a fence or landscaping, it would be wise for you to consider the soil conditions and drainage design for your home site. In most cases your home site drains to swales at the midpoint between you and your neighbor's home. The installation of a fence or landscaping in this area will reduce the ability of the swale to drain water from your home site and increase puddling and muddy soil conditions. It is wise to keep the fence off the ground and use pressure treated lumber on the posts.

Landscaping should never be placed in swales. This will not only create damage problems, but most landscaping will be negatively affected by the wet conditions in the swales. It is a good idea when planning landscaping to mound the bed up so the landscaping material is planted in ground that is at least a few inches higher than the sod. Even higher mounds may be necessary for materials that are water sensitive. Please check with the utility companies before planting anything in the front yard as there are various utility lines running in this area.

As a precaution, please remember that all fences must be installed with the posts on the **inside** of your homesite. **Also**, ensure that the specifications for the fence is in accordance with all the provisions of paragraph 12.14, "Fences/Walls/Screens" of the Community Declaration.

I, _____, understand the above and will take proper precautions when installing my fence or landscaping. I also acknowledge receipt of the attached basic fence criteria for the Association.

Homeowner

Homeowner

Address

RULES AND REGULATIONS

RECREATIONAL EQUIPMENT AND OTHER PERSONAL ITEMS

PERMANENT BASKETBALL GOALS:

Permanent basketball goals will **NOT** be allowed within the Trapnell Ridge Community Association.

TEMPORARY BASKETBALL GOALS:

One regulation-size or smaller, professional MOBILE backboard may be placed on the property after the owner submits an Architectural Application and the request is approved by the Architectural Control Committee (ACC) in writing. **The temporary basketball goal MUST BE removed from public view when not in use.** All equipment must be maintained on a regular basis by the homeowner to preserve community standards.

All recreational equipment to include (but not be limited to) small children's basketball boards, large toys, and other miscellaneous personal items should be stored out of public view when not in use.

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

APPROVED SPECIFICATIONS FOR PLAY EQUIPMENT

- The overall height of playsets may not exceed twelve (12) feet in height. However, the height may be reduced by the Architectural Control Committee based on the lot size and impact on neighboring home sites. This will be determined by a site visit to the home site proposed for the playset installation.
- Play structures must be crafted in wood or recycled plastic. Aluminum or metal tubing is prohibited. A picture and dimensions of the playset must be submitted with the architectural application prior to approval.
- It is preferred that canopies be of earth toned colors – tan, olive or brown.
- Applications for play structures must include a site plan clearly showing its intended placement. The structure's visual impact to neighboring home sites and/or the street must be buffered as much as possible with approved fencing or landscaping.
- Fence applications must be submitted in advance of installation of the fence and only current approved styles are permitted.
- If the play structure will be buffered by landscape the plant material must start at a height of thirty-six (36) inches from the ground and may not exceed seventy-two (72) inches of overall height at maturity. The landscape buffer must be maintained at a height of 72 inches at all times. The landscape buffer installation may not alter the drainage of the home site. The proposed plant material and location of landscape buffer must be submitted to the committee via application prior to installation.

Trapnell Ridge Community Association, Inc.

Window Film Protection Specifications

Due to the association's responsibility to maintain a uniform appearance throughout the community, the Board of Directors of Trapnell Ridge have created and adopted specifications for the protection of the windows for your home from damaging wind storms.

Owners may install clear window film on the glass windows and door of their homes based upon the following specifications:

- The film shall be clear with no color tint. The recommended type of film is 3M Scotchshield Ultra Safety & Security Window Film. The Architectural Control committee may approve other brands of clear window tint provided it meets the specifications of the brand noted above.
- The film shall be, at a minimum, 4-mil film that passes the 400 foot-pound impact level of ANSI Z97.1 Standard.

Information and specifications regarding the Ultra Safety & Security Window Film are attached for owner reference.

Approved by the Board of Directors
Of Trapnell Ridge Community Association, Inc.

[Product Catalog for 3M Window Films](#) > [3M Window Film Products](#) > [Commercial](#) >

3M™ Scotchshield™ Safety and Security Films

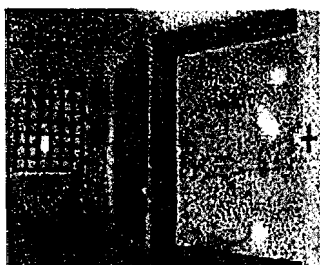


[\[click to
enlarge\]](#)

3M Safety and Security Window Film helps hold your glass in place during destructive weather conditions, bomb blasts, explosions, or smash and grab burglaries. It helps maintain the integrity of a structure's outer shell to keep wind, rain and flying glass fragments from wreaking havoc inside the structure. Our films can also reject harmful UV rays, which cause fading and lower energy costs.

Watch the videos below to witness an actual bomb-blast test

Without 3M Scotchshield™ Ultra
Safety and Security Window Film



With 3M Scotchshield™ Ultra
Safety and Security Window Film



[Where to buy 3M Scotchshield™ Ultra Safety and Security Window Films](#)

Additional Information

3M Safety and Security Films are one of the most vigorously tested window films out there. Windstorms, bomb blasts, flying objects, we have tested them all to make sure our films not only meet, but exceeds industry standards for impact and tear resistance. Our most durable system in severe conditions is the 3M™ Ultraflex system. This system combines the elasticity of the 3M Ultra Safety and

[Full Text . . .](#)

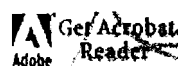
Learn More . . .

- [Email](#) [3M Windstorm Statement - Technical Paper \(PDF 24.7 K\)](#)
- [Email](#) [3M™ Scotchshield™ Ultra Safety & Security Window Films - Data Sheet \(PDF 69.9 K\)](#)
- [Email](#) [130 MPH Wind Speed Passing - Technical Definitions \(PDF 26.1 K\)](#)
- [Email](#) [Governor's Mansion Case History using SCLARL400 - Case Study \(PDF 1.3 MB\)](#)
- [Email](#) [National Gallery Case History using SCLARL400 - Case Study \(PDF 1.3 MB\)](#)
- [Email](#) [safety film - Article Reprint \(PDF 6.7 MB\)](#)
- [Email](#) [Scotchshield Residential Brochure - Brochure \(PDF 1.3 MB\)](#)
- [Email](#) [Scotchshield Sweets Brochure - Brochure \(PDF 1.0 MB\)](#)
- [Email](#) [Scotchshield Technical Features and Benefits - Features and Benefits \(PDF 732.2 K\)](#)
- [Email](#) [Scotchshield Ultra Safety and Security Brochure -](#)

Email	Brochure (PDF 486.3 K)
Email	Scotchshield Ultra Spec Data - Technical Definitions (PDF 71.3 K)
Email	Scotchint & Scotchshield Commercial Brochure - Brochure (PDF 5.8 MB)
Email	Smash and Grab Case Study - Form (PDF 39.3 K)
Email	Ultra Flex Brochure - Brochure (PDF 138.6 K)

Please Note:

Adobe® Acrobat® Reader is required to view PDF documents.



Make a Selection

3M™ Scotchshield™ Standard Films - Clear

These 3M Safety and Security Films offer a clear, single-layer polyester film coated with a special thicker adhesive designed to help hold broken glass together for improved safety of the glazing and security for the structure. Film thickness ranges from 7 mil to 14 mil thickness, depending upon the specific film selected.

3M™ Scotchshield™ Ultra Films - Clear

These clear 3M Safety and Security Ultra Films offer a multiple micro layer construction, making these films tough, tear-resistant polyester films. Coated with a special thicker adhesive designed to help hold broken glass together, its designed for improved safety and security.

3M™ Scotchshield™ Ultra Films - Sun Control

These tinted 3M Safety and Security Ultra Films offer a multiple micro layer construction, making these tough, tear-resistant polyester films. Coated with a special thicker adhesive designed to help hold broken glass together, its designed for improved safety and security. In addition to these benefits, the films also provide comfort, reduce energy costs and preserve the beauty of a structure.

Product Catalog for 3M Window Films > 3M Window Film Products >

Residential

3M Window Films make light a welcome addition to your home. Our films improve light by removing virtually all its destructive UV rays, reducing fading. 3M Window Films reduce up to 78% of the sun's heat that comes through the window, as well as reducing unwanted glare. 3M Safety and Security Window Films protect you and your family from destructive weather and crime.

Additional Information

Today's homes are designed to introduce sunlight from all angles. 3M Window Films protect the interior of your home, add privacy, improves comfort and safety. Our films block up to 99% of the ultraviolet rays that can fade drapes, furniture, artwork and even flooring. Think of our film as sunscreen for your furnishings. Fade protection is an important reason why interior designers often

Full Text . . .

Make a Selection



3M™ Scotchshield™ Safety and Security Films

3M Safety and Security Window Film helps hold your glass in place during destructive weather conditions, bomb blasts, explosions, or smash and grab burglaries. It helps maintain the integrity of a structure's outer shell to keep wind, rain and flying glass fragments from wreaking havoc inside the structure. Our films can also reject harmful UV rays, which cause fading and lower energy costs.



3M™ Scotchtint™ Sun Control Films

3M Window Films make light a welcome addition to your environment. Our films remove up to 99% of the sun's damaging UV rays, which cause fading and sun damage. Additional benefits include an elegant appearance, reduced glare and improved comfort, with up to 78% of the sun's heat that comes through the window being reflected away. By reducing heat, you save on your energy costs.

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

SWIMMING POOLS

ARCHITECTURAL APPLICATION ADDENDUM

NOTE: This form MUST be signed by the homeowner and returned along with the original architectural applications BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Developer shall not be responsible for any drainage problems.

We strongly suggest you that you have your pool contractor review the site conditions and drainage plan for your home site and the surrounding area. The drainage information for your home site may be found on the final survey given to you at closing. The drainage plans for the subdivision are on file at the Building Department.

Prior to starting work the pool contractor should establish a grading plan for your home site that will insure adequate positive drainage from your pool deck to the designed swales. In addition, if your neighborhood was not flat prior to development, there may be severe elevation changes between home sites that require a raised pool deck or other protective measure to keep storm run off from entering your pool or pool deck. This run off could result in damage to the marcite finish of your pool. Therefore, it is essential that the pool contractor take unusually strong rain events into consideration when designing the pool, pool deck and final grading plan. Once the pool contractor begins work, the developer will no longer have any responsibility with regard to the drainage on your home site.

I, _____, understand the above and will work with my pool contractor.

Homeowner

Homeowner

Street Address

INSTALLATION of SATELLITE DISHES

Satellite dishes should be no more than one meter in diameter.

We request that all satellite dishes be placed in a non-conspicuous place. Preferred installation locations are as follows:

- On side wall of home
- On rear wall of home
- On the ground in rear yard and below the top of a fence height

We respectfully request that satellite dishes **NOT** be placed on top of roofs. Should you feel your roof is the **ONLY** location that will give you proper reception, please contract the property management company immediately and provide a copy of the proposal.

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

RENTAL APPLICATION

DATE: _____

OWNER'S INFORMATION

ADDRESS OF RENTAL PROPERTY: _____
NAME: _____
MAILING ADDRESS: _____
HOME PHONE #: _____ BUSINESS PHONE #: _____
FAX NUMBER: _____ EMAIL ADDRESS: _____
LENGTH OF RENTAL: _____ DATE OF RENTAL: _____

APPLICANT'S INFORMATION

NAME: _____
SSN: _____ DOB _____ DL # _____ State _____
PRESENT ADDRESS: _____ HOW LONG: _____
PREVIOUS ADDRESS: _____ HOW LONG: _____
HOME PHONE: _____ BUSINESS PHONE #: _____ EMAIL: _____
NAME OF SPOUSE IF ANY: _____

LIST ALL THE PERSONS WHO WILL OCCUPY YOUR HOME:

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>
-------------	------------	---------------------

EMPLOYMENT INFORMATION

EMPLOYER _____
EMPLOYER'S ADDRESS _____
SUPERVISOR _____ BUSINESS PHONE #: _____
HOW LONG ON PRESENT JOB _____

SPOUSE EMPLOYMENT INFORMATION

EMPLOYER _____
EMPLOYER'S ADDRESS _____
SUPERVISOR _____ BUSINESS PHONE #: _____
HOW LONG ON PRESENT JOB _____

REFERENCE

TRAPNELL RIDGE COMMUNITY REFERENCE (Include name, address and phone numbers)

PERSONAL REFERENCES

DO YOU INTEND TO OPERATE A BUSINESS FROM HOME? _____ IF SO, WHAT KIND? _____

DO YOU OWN A COMMERCIAL VEHICLE? _____ DESCRIBE _____

DO YOU OWN A RECREATIONAL VEHICLE? _____ DESCRIBE _____

Page 2

Trapnell Ridge Community Association, Inc.
Rental Application

- All units are singly-family residences.
- RV's commercial vehicles, boats, etc... are NOT allowed on the premises.

- Trapnell Ridge Community Association is Deed Restricted Community.
- All lease Agreements shall be in writing.
- All Lease Agreements, together with an application signed by both the Owner and Tenant, in a form approved by the Association, shall be submitted to Association at least seven (7) days prior to commencement of the lease term.
- The Owner shall pay the lease application fee of \$25.00 as prescribed by the Association. Lease application fees may be increased from time to time.
- The Owner shall conduct a background check on each prospective tenant at such Owner's cost and expense and at the request of Association shall provide such background check to Association.
- No Lease Agreement may be for a term of less than one (1) year.
- No home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship.
- The Tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association.
- Each Lease Agreement shall contain a uniform attachment designating the Association's duly authorized officers as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by Association.
- All Lease Agreements shall require the home to be used solely as a private single family residence.
- Each Lease Agreement shall contain a Uniformed Lease Exhibit incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which governs the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void.
- No more than three persons shall be permitted in a two bedroom home.
- No more than four persons shall be permitted in a three bedroom home.
- Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of \$200.00 to cover expenses related to the maintenance and repairs of the home and/or damage caused to the common areas by the tenant, member of the tenant's family, or the tenant's guests and invitees.

I understand that as a Lessee, I have received and read a copy of the Rules and Regulations, Covenants, Conditions and Restriction of the Association and agree to be bound by these Association Documents.

An application fee of \$25.00 shall be submitted with the application prior to approval.

\$25.00 fee received? Yes _____ No _____ Date: _____

Rental Application Approved? Yes _____ No _____ Date: _____

Signature of Authorized Agent Approving Application _____

Affidavit of Approval Mailed to Application on _____ by Management Company _____ (Initials)

Homeowner's Signature _____ Date: _____

Rental Applicant's Signature _____ Date: _____

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.
UNIFORM LEASE EXHIBIT

This ADDENDUM (the "Addendum") to that certain Lease dated _____, 20____ (the "Agreement") by and between _____ ("Lessor") and _____ ("Lessee") is made and entered into by the Lessor and Lessee as of this _____ day of _____, 20____.

WITNESSETH:

WHEREAS, the parties have heretofore executed the Lease; and

WHEREAS, the parties desire to add to the provisions of the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) the mutual covenants herein exchanged, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby recite and agree as follows:

1. Recitals. The statements contained in the recitals of fact set forth above are true and correct, and are, by this reference, made a part of this Addendum.

2. Compliance with Community Documents. Lessee hereby acknowledges that the leased premises are subject to restrictive covenants enforced by Trapnell Ridge Community Association, Inc. (the "Association"). Lessee hereby agrees to comply with and abide by all of the provisions of the Declaration of Covenants, Conditions and Restrictions of Trapnell Ridge Community Association, Inc. (together with any and all amendments thereto collectively referred to as the "Declaration"), the Bylaws of the Association (the "Bylaws"), and the Rules and Regulations (collectively hereinafter referred to as the "Community Documents") provided, further, the Lessee acknowledges that the Community Documents are applicable and enforceable against any person occupying a leased premises to the same extent as against an Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration and the Bylaws.

3. Association as Lessor's Attorney-in-Fact. In order to facilitate the Association's duty to maintain a community of congenial residents and occupants of the Units and to protect the value of the Units and further continuous harmonious development of the community, the Lessor constitutes and appoints the Association as its true and lawful attorney-in-fact with the full power of substitution to: (1) evict Lessee for any violation of the Community Documents; provided, however, Lessee shall be entitled to cure any violation by the means provided in the Community Documents; (2) to employ such attorneys, agents, or professionals as shall be required for such purposes; (3) to collect, settle or compromise all outstanding payments due from Lessee in connection with the leased premises; (4) to prosecute and defend all actions or proceedings in connection with the leased premises and the eviction of the Lessee; and (5) to do every act with Lessor might do in its own behalf to fulfill its obligations under the Community Documents. Lessor and Lessee hereby agree and acknowledge that this power of attorney, which shall be deemed a power coupled with an interest, cannot be revoked.

4. Injunctive Relief. Lessee and Lessor agree that money damages would not be sufficient remedy for any breach of the Lease or violation of the Community Document and that, in addition to all other remedies, the Association shall be entitled to injunctive or other equitable relief as a remedy for any such violation of the Community Documents. The Lessor agrees to assign to the Association any and all of its rights which the Association may deem necessary to obtain such injunctive relief upon written demand by the Association, and the Lessee hereby agrees to consent to such assignment. Lessor hereby agrees that in the event that it shall become necessary for the Association to cause the Lessee to be removed from the leased premises by initiating an action for injunctive relief against the Lessor, the Lessor shall be responsible for all costs, charges and expenses of the Association in connection with such action, which shall be added to and become part of the assessment (as that term is defined in the Declaration) against that Lessor's home secured by a lien upon the property against which such assessment is made in accordance with Article 12.24.1 through 12.24.5 of the Declaration.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Witness:

"Lessor"

Witness

Print Name: _____

Printed Name: _____

Witness

Print Name: _____

"Lessee"

Witness

Print Name: _____

Print Name: _____

Witness

Print Name: _____