

CENTRA FALLS HOMEOWNERS ASSOCIATION, INC.

COMMUNITY STANDARDS

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CENTRA FALLS
COMMUNITY STANDARDS

Pursuant to the Declaration for Centra Falls (the "**Declaration**"), Centra Falls, LLC, as Developer, has appointed the Architectural Review Committee for Centra Falls (the "**ARC**"). Pursuant to the Declaration, the ARC 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 ARC shall approve or disapprove any improvements or structure of any kind within any portion of Centra Falls including, without limitation, any building, fence, wall, 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, Lot, Parcel, or any other portion of Centra Falls. The ARC shall approve or disapprove any exterior addition, changes, modifications or alterations therein or thereon. All decisions of the ARC shall be submitted in writing to the Board. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board as provided in Section 5.8 below for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Notwithstanding the foregoing ARC 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 ARC 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. Notwithstanding the foregoing, the ARC shall not enforce any policy or restriction that is inconsistent with the rights of Owners set forth in the Declaration or these Community Standards.

4. **Right to Act.** The ARC may enforce the Declaration or these Community Standards upon its own volition, or upon the request of any Owner(s) and/or the Board.

5. **Procedure.** In order to obtain the approval of the ARC, each Owner shall observe the following:

5.1 **Application.** Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application and fee(s) as established by the ARC. The current application form is attached hereto as **Exhibit A**.

5.2 **Plans Generally.** The ARC may require, at its discretion, up to three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, 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 three (3) complete sets of the drainage plan, grading plan, tree survey, lot survey, color plan and materials designation plan for such improvement or structure.

5.3 **Revised Plans.** Preliminary plans and drawings must be submitted to the ARC, and approval of the same obtained. The ARC 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 ARC) the following:

5.3.1 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.

5.3.2 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.

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

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

5.5 Quorum. A majority of the ARC 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 ARC. Meetings of the ARC must be open to all Members.

5.6 Time for Review. No later than thirty (30) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to disapprove any plans and specifications which are not suitable or desirable, in the ARC'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 ARC 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 ARC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ARC.

5.7 Rehearing. In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC 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 ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ARC fails to provide such written decision within such thirty (30) days, the plans and specifications shall be deemed disapproved.

5.8 Appeal to Board. Upon final disapproval (even if the members of the Board and ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC'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 thirty (30) days after such meeting. In the event the Board fails to provide such written decision within thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ARC, or if appealed, the Board, shall be final and binding upon the applicant, and his/her/its heirs, legal representatives, successors and assigns.

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

6. The Criteria.

6.1 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 ARC

shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

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

6.3 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.

6.4 Harmony and Appearance. The ARC 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.

6.5 Architect. All Homes and structural improvements within Centra Falls shall be designed by a Florida licensed architect.

6.6 Setbacks. Each Owner is responsible for compliance with any building codes and setback regulations. The minimum front, side and rear setbacks and minimum square footage for all Homes in the Centra Falls shall be as required by the Broward County Zoning Code, the Zoning Code of the City of Pembroke Pines, and/or the Florida Building Code, whichever is more restrictive. Where conditions permit, the ARC, in its sole discretion, may require larger setbacks.

6.7 Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Home. Unless a prior written approval is granted by the ARC as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure, greenhouse, or other structure 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.

6.8 Work Commencement. No work shall commence prior to written approval by the ARC. No foundation for any structure shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the structure is approved by the ARC in writing. It is the purpose of this approval to assure that removal of desirable existing trees and/or plants is minimized and that the structure is placed in its most advantageous position.

6.9 Roofs, Eaves and Gables. Roofs shall be maintained by the Association as provided in the Declaration, and the roofs of all Townhome Buildings shall be uniform. Any alterations to a roof by Owners, including the replacement of all or any part of a roof, must be approved by the ARC and any governmental authority having jurisdiction. 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 ARC. 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. Roofing materials shall be cement tiles, architectural shingles or other materials of similar useable life approved by the ARC.

6.10 Window Frames. Window frames must be either anodized or electronically painted. All windows must utilize window frames in a color consistent with the original window frames of the Home. All replacement window frames must be the same color and be constructed of the same materials utilized in the original construction of the Home.

6.11 Front, Rear and Side Facades. The treatment of the rear and side facades must be similar to that of the front elevations of the Home and similar materials must be used as determined by the ARC.

6.12 Garages. Garages may only be used for garage purposes and may not be converted into a living area. Any conversion of garage areas which would not allow the parking of vehicles in the garage is prohibited. No commercial or business venture be operated out of any garage. No carports will be permitted. All garage doors must be color compatible with the Home exterior. Garage doors must be functional at all times and be equipped with automatic garage door openers. No Screening shall be permitted across garage fronts upon prior written approval by the ARC.

6.13 Driveway Construction. All replacement driveways and/or walkways must be constructed of the same materials utilized in the original construction of the original driveways or walkways. Prior written approval for other materials must be obtained from the ARC. 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 ARC with an application.

6.14 Signs. No signs of any kind, except as expressly provided for in the Declaration and approved by the ARC, shall be displayed in the public view on any property within Centra Falls, and all Owners of property subject to these Community Standards do hereby grant to Association and the ARC, the right to enter upon their property for the purpose of removing any unauthorized signs. In addition, no sign shall be exhibited, displayed, inscribed, painted or affixed in or upon any portion of Centra Falls that is visible from the outside without the prior written approval thereof being had and obtained from the ARC and without prior written approval thereof by governmental agencies, if necessary.

6.15 Games, Play Structures and Recreational Equipment. No basketball-backboard, outdoor equipment, sports equipment, swing set, gym, skate board ramp, sand box, nor any other fixed or portable game or play structure, including, without limitation, platform, dog house, playhouse or structure of a similar kind or nature shall be constructed or placed on any part of a Lot or yard of a Home located within the sight of the street or of any neighboring properties unless properly screened as determined and approved by the ARC. All such structures and equipment must have the prior written approval of the ARC.

6.16 Fences and Walls. No fences or walls shall be constructed on any Home, yard of or adjacent to a Home or any portion of Centra Falls without the prior written approval of the ARC. The ARC may require the composition and color of any fences or walls to be consistent with the material used in the Home, surrounding Homes and other fences, if any. The use of landscaping is to be encouraged in place of walls and fences. No chain link fences will be permitted. All fences will include the landscaping required by the ARC, and ARC approval may require the installation of additional landscaping on either or both sides of the fences. All fenced-in areas will be the landscape maintenance responsibility of the Owner. If a hedge is required to be installed in front of the fence, the Owner will be responsible for maintaining the hedge at a height no higher than the height of the fence. Opaque screening for garbage areas and air conditioning equipment shall be indicated on plans submitted to the ARC. The ARC may adopt sample standards by which fences and walls may be built.

6.17 Screened Enclosures. No screening or screened enclosure shall be installed unless approved by the ARC in writing. The approval of the ARC may address color, height, setbacks, buildable area radius, and other like factors. The ARC may adopt sample standards by which screened enclosures may be built.

6.17.1 Screen enclosures should be bronze, black or white for all structural components as color compatible with the Home, with charcoal screens, and as approved by the ARC.

6.17.2 Except as otherwise provided in Section 6.18 below, screen enclosures should be no wider than the width of the building to which they are attached less five feet (5') with the side extremes of the enclosure inset a minimum of two foot six inches (2'6") from the end corners of the buildings to which they are attached. All screen enclosures must be attached to a Home; free standing enclosures are prohibited.

6.17.3 Applications for screened enclosure approval must include the following: (a) a completed, dimensioned site plan showing the enclosure location and other improvements on the property, and (b)

affected exterior elevations of the Home and Townhome Building, as applicable, showing the enclosure with all framing members indicated.

6.18 Swimming Pools. No swimming pools, spas, hot tubs or jacuzzi's shall be permitted.

6.19 Landscaping Criteria. Basic landscaping plans for each Home or the modifications to any existing landscaping plan must be submitted to and approved by the ARC. All landscaping must be installed as to fit in with neighboring properties. The ARC may reject the landscape plan based upon its review of its overall design and impact and for any other reason in its sole discretion. Such landscaping plan must detail the location of beds and planting materials. Owner shall maintain new plantings at such Owner's sole cost and expense as Association shall only maintain landscaping as originally installed by Developer or Association as provided in the Declaration. 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 by any Owner without the prior written approval of the ARC. Each Owner is solely responsible for compliance with landscaping and zoning codes for any landscaping added by Owners with prior written approval of the ARC.

6.20 Exterior Lighting. All exterior lighting must be detailed on approved plans. Exterior lighting includes, but is not limited to, floodlights, post lights, and driveway lights. Any exterior lighting that the ARC believes, in its sole discretion, will create a nuisance to other Owners will not be permitted.

6.21 Garbage and Trash Containers. No Home or yard of or adjacent to a 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.

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

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

6.24 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 as to be acceptable to the governing utility authority. No exposed wiring on the exterior of a structure will be permitted other than as originally installed by Developer.

6.25 Antenna. All outside visible antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, or antenna towers are subject to the prior written approval of the ARC. The ARC 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. A flagpole for the display of the American flag only may be permitted if approved by the ARC in writing except as otherwise provided in Section 6.26 below, provided, however, no ARC approval is necessary for installation of one (1) freestanding flagpole no more than twenty feet (20') high on any portion of a Lot as long as the flagpole does not obstruct sightlines at intersections and is not erected within an easement. An approved flagpole may not be used as an antenna. One meter in diameter or less satellite dishes may be placed below the roof line in rear of the Home with the prior written approval of the ARC as provided in Section 7.2 herein, unless otherwise required by applicable law.

6.26 Flags. No flag or banner shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Centra Falls that is visible from the outside without the prior written approval thereof being first had and obtained from the ARC as required by the Declaration and these Community Standards. Notwithstanding the foregoing, one (1) portable, removable United States of America Flag or official flag of the State of Florida may be displayed in a respectful manner, and one (1) portable, removable official flag not larger than 4 1/2 feet by 6 feet representing the United States Army, Navy, Air Force, Marine Corps or Coast Guard or a POW-MIA flag may be

displayed in a respectful manner. In addition, no ARC approval is necessary for installation of one (1) freestanding flagpole no more than twenty feet (20') high on any portion of a Lot as long as the flagpole does not obstruct sightlines at intersections and is not erected within an easement, and upon which an Owner may display in a respectful manner and without ARC approval one (1) official United States of America flag, not larger than 4 ½ feet by 6 feet, and one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, which additional flag is equal in size to or smaller than the United States of America flag.

6.27 Holiday Lights. Holiday lights may be put up on Homes within Centra Falls commencing on Thanksgiving 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. Holiday lights must be removed no later than January 15th of the following year.

6.28 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 and/or yard of a Home so as not to adversely affect drainage in any other portion of Centra Falls.

6.29 Awnings and Shutters. All awnings and shutters, other than those originally installed by Developer, if any, must be approved by the ARC in writing and must be color compatible with the exterior of the Home. Permanent storm shutters may either be accordion style colored to match the Home or roll-up type consisting of a roll box and slats colored to match the Home. Removable storm shutters shall not be stored outside a residence or garage and may only be installed or closed as provided in the Declaration. Awnings may only project into a required setback as allowed by applicable zoning codes.

6.30 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.

6.31 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 the prior written approval of the ARC.

6.32 Storage Sheds. All storage sheds must be approved in writing by the ARC. Storage sheds must be located within the rear of a Home and must not be visible from any other Home or the Common Areas.

6.33 Gutter and Solar Panels. All gutters must match the exterior Home and Townhome Building 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. Solar panels shall only be permitted with the prior written approval of the ARC to ensure coordination with roof color. An Owner who installs solar panels with ARC approval is solely responsible for the cost of any repairs to damage to the roof caused, directly or indirectly, by such solar panels. Notwithstanding Association's responsibility to maintain, repair and replace the roof of Townhome Buildings, Association shall have no responsibility with respect to any solar panels installed by an Owner with prior written approval by the ARC.

6.34 Statuary. All statuary to be placed in a yard or any other area adjacent to a Home must be approved in writing by the ARC. (Statuary is defined as any object whether composed of metal, wood, rock or artificial substance, which is to be placed in the yard of or any other area adjacent to a Home. Examples include birdfeeders and baths, fountains, ornaments, sculptures, etc.) Statuary that has moving parts must be so noted when submitting for approval to the ARC. Any statuary with electric motors must be placed in such a way as to not disturb neighbors.

6.34.1 Rear Yard. Statuary placed in the rear yard must be no larger than 36 inches long, 36 inches high and 36 inches wide. It should be placed in such a manner as to not be obtrusive to neighbors on either side or rear of a Home.

6.34.2 Front Yard and Side Yard. Statuary is not permitted in any front yard or side yard.

6.35 Generators. All permanently installed generators must be approved in writing by the ARC and any governmental authority having jurisdiction, and must comply with all applicable codes and ordinances. All permanently installed generators must be landscaped or otherwise screened from view from any street, sidewalk or adjacent Home. Generators may only be used during power outages and in accordance with applicable codes and ordinances. Portable generators must not be stored outside a Home.

6.36 Mechanical Equipment. All mechanical equipment including, without limitation, air conditioners, water softeners, irrigation equipment, pool equipment, and similar items shall be screened from view from any street, sidewalk or adjacent Home.

7. Express Approval.

7.1 Within Thirty (30) Days. Notwithstanding any provision herein or in the Declaration to the contrary, unless the ARC disapproves one of the following proposed improvements within thirty (30) days after the ARC receives written request for such approval, the request shall be deemed approved by the ARC:

7.1.1 Re-surface (seal) existing driveways and walkways in a clear sealant or material previously approved by the ARC in writing.

7.1.2 Replace existing screening with identical screening materials previously approved by the ARC in writing or as provided with the original construction of the Home.

7.1.3 Replace existing exterior doors with identical exterior doors previously approved by the ARC in writing or as provided with the original construction of the Home.

7.1.4 Replace existing mailbox with identical mailbox previously approved by the ARC in writing or as provided with the original construction of the Home.

7.1.5 Replace existing hurricane shutters with identical hurricane shutters previously approved by the ARC in writing or as provided with original construction of the Home.

7.2 Within Ten (10) Days. Notwithstanding any provision in these Community Standards or in the Declaration to the contrary, unless the ARC disapproves one of the following proposed improvements within ten (10) days after the ARC receives written request for such approval, the request shall be deemed approved by the ARC.

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

7.2.2 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.).

8. Deviations. No construction may commence until the final plans and specifications have been approved by the ARC in writing. No deviations from the approved plans and specifications shall be permitted and the ARC 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 ARC approved plans and may take appropriate action against the responsible parties to require conformance to the ARC approved plans.

9. Administrative Fees and Compensation. As a means of defraying its expense, the ARC may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications not to exceed Fifty and 00/100 dollars (\$50.00). In the event the ARC incurs any costs to have plans and specifications reviewed by a consultant, including, but not limited to, an architect, the Owner shall, in addition to the fee, reimburse all costs incurred for a consultant to review the plans and specifications. No additional fee shall be required for re-submissions other than reimbursement of the costs incurred for a consultant to review the plans and specifications which are re-submitted. No member of the ARC 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 ARC for the cost of such review.

10. Liability. Notwithstanding the approval by the ARC 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 ARC, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the ARC shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ARC, 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 ARC, Association, and Developer from any and all claims resulting therefrom including reasonable attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. The approval of any proposed improvements or alterations by the ARC shall not constitute a warranty or approval as to, and no member or representative of the ARC 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.

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

11.1 Miscellaneous. Each Owner shall deliver to the ARC copies of all construction and building permits as and when received by the Owner. Each construction site in Centra Falls shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Centra Falls shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Centra Falls and no construction materials shall be stored in Centra Falls subject, however, to such conditions and requirements as may be promulgated by the ARC. 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 Centra Falls 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 and/or signs must be removed immediately upon completion of construction and work activities. In the event any Contractor (as defined below) or an Owner fails to comply with the foregoing, the ARC 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. In addition, if a Contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ARC may require that such Owner or Contractor post security with Association in such form and such amount deemed appropriate by the ARC in its sole discretion.

11.2 Required Lists. There shall be provided to the ARC, when required, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen 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 Centra Falls as are designated by the ARC for construction activities. The ARC 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 ARC.

11.3 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 ARC, 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 ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Centra Falls. Each Owner is responsible for restoring any Common Areas damaged or destroyed by work activities of such Owner's Contractor(s).

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

12. Inspection. There is specifically reserved to Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of Centra Falls at any time for the purpose of determining 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 ARC 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 ARC.

13. 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 ARC, 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, pretrial and at all levels of proceedings, including appeals, incurred by Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of the Declaration. The ARC 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.

14. 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 ARC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pretrial and at all levels of proceedings, including appeals, in connection therewith.

15. Exemption. Notwithstanding anything to the contrary contained in these Community Standards, any improvements of any nature made or to be made by Developer, or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, Lot or Parcel, shall not be subject to the review of the ARC, Association, or the provisions of these Community Standards.

16. Supplemental Exculpation. Developer, Association, the directors or officers of Association, the ARC, the members of the ARC, 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, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications except as otherwise specifically provided by Section 720.3035 of the Florida

Statutes. 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 ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ARC or their respective members, officers, or directors in connection with the provisions of this Section except as otherwise specifically provided by Section 720.3035 of the Florida Statutes. Association does hereby indemnify, defend and hold Developer and the ARC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees pretrial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ARC or their members, officers and directors. Developer, Association, its directors or officers, the ARC 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.

17. Amendments to Community Standards. The ARC 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 Centra Falls, 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.

APPROVAL OF ARCHITECTURAL REVIEW COMMITTEE:

APPROVAL OF BOARD OF DIRECTORS:

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

APPROVAL OF DEVELOPER:

CENTRA FALLS, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____