

**AVALON TRAILS HOMEOWNERS ASSOCIATION, INC.**

**COMMUNITY STANDARDS**

(REVISED MARCH, 2022)

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## AVALON TRAILS

### COMMUNITY STANDARDS

Pursuant to the Community Declaration for Avalon Trails (“**Declaration**”), Lennar Homes, LLC, a Florida limited liability company, as Declarant, has appointed the Architectural Control Committee for Avalon Trails (the “**ACC**”). Pursuant to the Declaration, the ACC hereby adopts the following procedures, which shall be known as Community Standards. These Community Standards shall be in addition to any requirements of the ACC under the Declaration.

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 Avalon Trails 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 Avalon Trails. 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. Any party aggrieved by a final written decision of the ACC (as detailed in the Declaration) shall have the right to make a written request to the Board, within forty-five (45) days of such final written 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**. All proposed improvements involving soil penetration and/or modification to existing grading shall also require the execution and submission of the Special Addendum referenced within the current application form. Any such application respecting improvements involving soil penetration and/or modifications to existing grading which are not accompanied by a completed Special Addendum shall be deemed incomplete, and shall therefore be denied. If requested by the ACC, applicants may be required to provide material samples or other information or documentation. With respect to all landscape modifications, each applicant shall submit an application for all proposed changes. If approved, the Association shall enter into an agreement with the Association’s contractor to perform any such landscape modifications, which contract shall, among other things, require that each applicant pay the Association for the entirety of the modification work and materials at the time of contract execution with the contractor, and that the applicant agree to be subject to Individual Assessments for any additional maintenance that may be required as a result of the approved modifications.

4.2 **Plans Generally.** The ACC 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, 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 three (3) complete sets of the drainage plan, grading plan, tree survey, Home 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 the ACC. In lieu of a meeting, the ACC may act in writing.

4.6 Time for Review. No later than forty-five (45) 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 disapprove 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 such forty-five (45) 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 forty-five (45) 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 forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within said forty-five (45) 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 forty-five (45) of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within forty-five (45) 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 forty-five (45) days after such meeting. In the event the Board fails to provide such written decision within said forty-five (45) 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 and additions to Homes in the community shall be designed by a registered architect.

5.6 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 community shall be as required by the Palm Beach County Zoning Code and/or South Florida Building Code, whichever is more restrictive. 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 residential 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 aluminum or 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 cement tiles or other materials of similar useable life approved by the ACC.

5.11 Window Treatments. All window treatments facing the street must be a neutral color (white, off-white or wood tones) and must be compatible with the Home exterior.

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. All garage doors must be color compatible with the Home exterior. No garage shall be converted into a general living area.

5.14 Driveway Construction. All Homes shall have a driveway of pavers or bricks 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. 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 Declarants and builders until such time as the Homes are sold.

5.15.3 No other signs, except as provided for in the Declaration, shall be displayed in the public view on any property within Avalon Trails 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 recreational or sports equipment shall be installed or placed on or about any part of a Home unless approved by the ACC. All such structures must have the prior written approval of the ACC. Basketball backboards, skateboard ramps, trampolines and play structures are prohibited, as further set forth in Section 12.33 of the Declaration.

5.17 Patios, Fences, Walls and Screens. No screen enclosures, patios, extensions of patios, walls or fences, or any improvement modifying existing grading or penetrating soil shall be erected or installed without prior written consent of the ACC. All applications regarding any such improvements shall require an executed Special Addendum, as noted in the application. All enclosures of yards, balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. No walls shall be erected or installed on a Townhome Parcel. No fences shall be erected or installed within a Townhome Parcel without the prior written consent of the ACC. All fences within a Townhome Parcel shall be four (4) feet in height and made of bronze aluminum rail. Such fences shall include a four (4) foot gate, which shall remain unlocked at all times, to allow access to the Association and/or its vendors engaged for landscape maintenance. Fences within Townhome Parcels may not be installed within the three (3) foot drainage easement located at the rear of each such Townhome Parcel. Rather, fencing of the rear of each Townhome Parcel must be located at least three (3) feet inside of the rear property line. With respect to Single Family Parcels, no walls or fences shall be erected or installed without prior written consent of the ACC. Fences on the sides and rear of a lakefront Single Family Parcels (*i.e.*, a Single Family Parcel backing up in any form to a lake) shall be four (4) feet, aluminum rail, and bronze in color. Fences on the sides and rear of a non-lakefront Single Family Parcels shall be either: (i) four (4) feet, aluminum rail, and bronze in color, or (ii) six (6) feet in height and made of white PVC stockade. No chain link fencing of any kind shall be

allowed. Fences within Single Family Parcels and Townhome Parcels shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area within a Single Family Parcel is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area within a Single Family Parcel, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.9 hereof. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

5.18 Landscaping Criteria. Basic landscaping plans for each Home or the modifications to any existing landscaping plan or existing grading 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. The planting of dangerous plants resulting in unusual or excessive debris will not be permitted. No invasive, 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. Any and all landscaping modifications shall be conducted in strict compliance with the DRC in addition to any other conditions imposed by the ACC, Association, and any applicable governmental or quasi-governmental authority. Each Owner acknowledges and agrees that the Association's contractor shall be the only party permitted to perform any landscape modifications, and that in order for any Owner to modify landscaping, an ACC application must be approved and the Owner, Association and the Association's contractor must enter into a contract respecting the proposed work. Such contract shall require payment to Association of the entire amount due under the contract at the time of execution, and shall require that the applicable Owner agree to be responsible for any increases in Association maintenance costs relative to the modified landscaping, if any.

5.19 Swimming Pools. Except as otherwise installed by Declarant, no pools, in-ground hot tubs, spas and related appurtenances shall be permitted within any Parcel. Above ground pools are prohibited. Above ground jacuzzi's may be permitted subject to prior consent of the ACC.

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

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 outbuilding shall be used on any Home at any time as a Home either temporarily or permanently.

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

5.24 Mailboxes. As communal kiosks are anticipated, no mailbox, paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Home.

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

5.26 Antennas. 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

5.27 Flags. No flag or banner shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Avalon Trails 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 Declarant may use) shall be permitted within Avalon Trails, unless written approval of the ACC is obtained. Notwithstanding the foregoing, those flags noted in Section 12.32 of the Declaration may be displayed in accordance with the terms and provisions of the Declaration.

5.28 Holiday Lights. Holiday lights may be put up on Homes within Avalon Trails so long as the lights do not create a nuisance (e.g., unacceptable spillover to adjacent Home) or excessive traffic and as set forth in the Declaration. Holiday lights may be placed on the Home a week before Thanksgiving and must be removed by January 15<sup>th</sup>. The ACC may establish standards for holiday lights.

5.29 Hurricane Shutters. Installation of hurricane shutters must be approved by the ACC. All hurricane shutters shall be of a color and/or design that are consistent with the aesthetics of the community, as determined by the ACC.

5.30 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 Home/property so as not to adversely affect drainage in any other portion of Avalon Trails.

5.31 Awnings and Shutters. All awnings and shutters must be approved by the ACC and must be color compatible with exterior of the Home.

5.32 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 and must be approved by the ACC.

5.33 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.

5.34 Storage Sheds. All storage sheds must have the prior written approval of the ACC.

5.35 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. 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.

7. 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 may 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 may also be responsible for reimbursing the ACC for the cost of such review.

8. Liability. Notwithstanding the approval by the ACC of plans and specifications submitted to it or its inspection of the work in progress, neither it, Declarant, 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 Declarant 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 Declarant from any and all claims resulting therefrom including reasonable attorneys' and paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. 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.

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

9.1 Miscellaneous. Each Owner shall deliver to the ACC, when required, copies of all construction and building permits as and when received by the Owner. Each construction site in Avalon Trails shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed in a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Avalon Trails shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Avalon Trails and no construction materials shall be stored in Avalon Trails 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 Avalon Trails 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 site 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.



9.2 Required Lists. There shall be provided to the ACC, 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 Avalon Trails 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. It is hereby noted that for any landscaping modifications, the Association's contractor is the only permitted contractor, and all work will be performed pursuant to contracts by and among the Association, the Association's contractor, and the applicable Owner. It is hereby further noted that for any improvements involving soil penetration and/or changes to existing grading including, without limitation, the installation of fencing, patios, driveways, pergolas, screened or other enclosures, each Owner and their respective contractor(s) shall execute a Special Addendum to Architectural Modifications Involving Soil Penetration and Modifications to Existing Grading and each such contractor shall be required to carry insurance in amounts acceptable to the Association, name the Association as an additional insured on all policies, and indemnify the Association for liabilities arising out of violations of the Declaration of Restrictive Covenant recorded in Official Records Book 31637, at Page 1510 of the Public Records of Palm Beach County, Florida, which may arise out of any work performed by such Contractor. The minimum insurance requirements acceptable to the Association shall be as follows: (i) initial limits of not less than \$1,000,000/\$2,000,000 as to personal injury or death, (ii) \$1,000,000/\$2,000,000 with respect to property damage, (iii) initial limit of \$1,000,000 respecting workers compensation, and (iv) initial limits of \$1,000,000 in automobile liability.

9.3 Owner Responsibility. Each Owner is responsible for ensuring 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 Avalon Trails. Each Owner is responsible for restoring any Common Areas damaged or destroyed by work activities of such Owner's Contractor(s).

9.4 ACC Standards. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Avalon Trails. 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 Avalon Trails and each Owner shall include the same therein.

10. 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 Avalon Trails 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 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.

11. 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, pre-trial and at all levels of proceedings, 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.

12. 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, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

13. Exemption. Notwithstanding anything to the contrary contained in these Community Standards, any improvements of any nature made or to be made by Declarant or the District, 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.

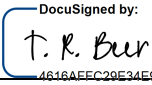
14. Supplemental Exculpation. Declarant, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, 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 Declarant, 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 Declarant, 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 Declarant and the ACC, and each of their members, officers and directors, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, of

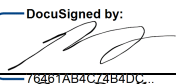
any nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Declarant, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications 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.


[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

15. 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 Declarant. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Avalon Trails, 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.

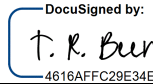
**APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE:**

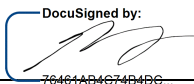
DocuSigned by:  
  
4616AFFC29E34E9...  
Name: T. R. Beer  
Date: 3-8-2022


DocuSigned by:  
  
76461AB4C74B4DC...  
Name: Greg Pettibon  
Date: 3-8-2022

DocuSigned by:  
  
1F8B160CA82148D...  
Name: Jeff Alexander  
Date: 3-8-2022

**APPROVAL OF BOARD OF DIRECTORS:**


DocuSigned by:  
  
4616AFFC29E34E9...  
Name: T. R. Beer  
Date: 3-8-2022

DocuSigned by:  
  
76461AB4C74B4DC...  
Name: Greg Pettibon  
Date: 3-8-2022

DocuSigned by:  
  
1F8B160CA82148D...  
Name: Jeff Alexander  
Date: 3-8-2022

**APPROVAL OF DECLARANT:**

**LENNAR HOMES, LLC,**  
a Florida limited liability company

By:   
5D883AC2EFC1459...  
Name: Michael Meyers  
Title: Vice President  
Date: 3-8-2022

## Exhibit A

### APPLICATION FOR ARCHITECTURAL MODIFICATION(S)

ACC forms take approximately 30 days to process. Please note modifications can NOT begin until you receive an answer/approval in writing. You do not have to call to check status of application.		
For processing of this application mail/drop-off to the address below, or on-site office/clubhouse if applicable: (DO NOT FAX) <b>C/O FIRSTSERVICE RESIDENTIAL</b> 6300 Park of Commerce Blvd. Boca Raton, FL 33487 Tel (866) 378-1099 Business Days Monday-Friday: 9:00.a.m.-5:00.p.m. <i>Please be sure to include required pictures, samples, property survey, plans and/or specifications so there is no delay/return.</i>		
Association Name:		
Property Address:		
Date Applying :	Daytime #:	Account#: --
Name of Owner(s):		

Approval is proposed for the following modification(s), addition(s), and/or alteration(s) as described below and/or on attached page(s):

**Check the applicable boxes and/or describe below:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Awnings                               | <input type="checkbox"/> Hurricane Panels/ Shutters     | <input type="checkbox"/> Above Ground Spa/Jacuzzi   |
| <input type="checkbox"/> Exterior Paint as per approved colors | <input type="checkbox"/> Fence as per approved criteria | <input type="checkbox"/> Satellite Dish Location  |
| <input type="checkbox"/> Exterior Lighting/Solar Lights        | <input type="checkbox"/> Pavers Installation/Extension  | <input type="checkbox"/> Landscaping (Requires Additional Contract with Association and Vendor) |
| <input type="checkbox"/> Driveway                              | <input type="checkbox"/> Enclosures/Fencing             |   |
| <input type="checkbox"/> Other: _____                          |   |   |

<b>THIS IS A RE-SUBMITTAL</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
--

Additional Information/Detail: \_\_\_\_\_

Attached... Please note you **MUST** provide the following: (If Applicable) **Process will be delayed if missing!**

- |   |   |
|---|---|
| <input type="checkbox"/> Color plan(s)                                      | <input type="checkbox"/> Property Survey, showing location of Modification(s)   |
| <input type="checkbox"/> Drainage Surface Water Plan                        | <input type="checkbox"/> Sample(s)/Picture(s)   |
| <input type="checkbox"/> Initial or Revised Plan(s) and/or Specification(s) | <input type="checkbox"/> Contractor License and Insurance   |
| <input type="checkbox"/> Material(s) Designation Plan/Sample(s)             | <input type="checkbox"/> Special Addendum for Projects Involving Soil Penetration and/or Modification to Existing Grading |
| <input type="checkbox"/> Other: _____                                       |   |

<b>By Initialing below applicant agrees and acknowledges as follows:</b>
--

\_\_\_\_\_ Owner agrees to be fully responsible at Owner's sole expense for any and all damages to Common Areas and/or neighboring Homes including, but not limited to, damage from delivery, construction or other vehicles or machinery. Access to construction areas is only to be allowed through Owner's property.

\_\_\_\_\_ Owner agrees and understands that should the Owner desire to install any new improvement within the boundary of a Home, a drainage surface water plan prepared by a professional irrigation or engineering company certified to the Association will be required to accompany this application. Said water plan must certify that the proposed improvement will not adversely affect the drainage and irrigation of the community, Common Areas and/or any adjacent Lots. Owner further acknowledges and understands the landscaping restrictions contained in Section 10.2.3 of the Declaration and that submission of the attached Special Addendum is required in connection with any and all proposed modifications involving soil penetration and/or modifying existing grading.

\_\_\_\_\_ Owner agrees and understands to be responsible for obtaining any necessary permits from the appropriate Building and Zoning Department(s) and all other applicable governmental authorities. Furthermore, owner agrees to comply with the Association Documents including, but not limited to, the Declaration, in all respects.

\_\_\_\_\_ Owner agrees to remise, release, acquit, satisfy, and forever discharge "Declarant", "Management Co.", and the "Association(s)" of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any previous representations made by "Declarant", "Management Co.", and the "Association(s)", and the construction of your requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of your home caused therefrom; any encroachment caused by your requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

\_\_\_\_\_ Owner agrees to defend, indemnify and hold harmless "Declarant", "Management Co.", and the "Association(s)", against any and all claims, costs (including without limitation reasonable attorney's fees, paraprofessional fees and court costs at all levels), actions, liabilities and/or expenses in any way related to the construction of your requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of your home caused therefrom; any encroachment caused by your requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

\_\_\_\_\_ **Owner agrees, understands and acknowledges that failing to abide by the aforementioned will be deemed grounds for this request being DENIED.**

Anticipated Commencement Date:	Owner's Signature:
Anticipated Time for Completion:	Owner's Signature:

(FOR ARCHITECTURAL CONTROL COMMITTEE/PROPERTY MANAGEMENT OFFICE USE ONLY)

Approved     Date: \_\_\_\_\_     \_\_\_\_\_  
(Signature of ACC Chairperson/OR Property Manager)

Disapproved     Date: \_\_\_\_\_     \_\_\_\_\_  
(Signature of ACC Chairperson/OR Property Manager)

Request **APPROVED**, subject request on letter of approval:

Request **DISAPPROVED**, as per explanation on letter of disapproval:

YELLOW- Homeowner Copy (**DO NOT TEAR, will be returned to you with letter**) \* WHITE-Unit File with copy of letter  
**\*PLEASE NOTE IF YOU ARE USING ONLINE FORM, YOU MUST PRINT 2 COPIES OF FILLED IN FORM**