

**THE HAMPTONS OF SARASOTA COMMUNITY
ASSOCIATION, INC.**

COMMUNITY STANDARDS

Lennar Homes, Inc.
700 N.W. 107 Avenue
Miami, Florida 33172

THE HAMPTONS OF SARASOTA COMMUNITY ASSOCIATION, INC.

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PREAMBLE

The Declaration of Restrictions and Covenants for The Hamptons Community (the "Declaration") provides for an Architectural Control Committee (the "ACC"). The Declaration also provides that the ACC shall, from time to time, adopt written rules and regulations of general application governing its procedures. Lennar Homes, Inc., as Developer under the Declaration, has appointed the ACC and in accordance with the duties and obligations imposed upon the ACC by the Declaration, the ACC hereby adopts the following rules and regulations governing its procedures, which shall be known as these Community Standards.

1. The Architectural Control Committee.

1.1 Defined Terms. All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.

1.2 Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fountain, statute, fence, wall, swimming pool, screen enclosure, exterior paint or finish, hurricane protection, pet house, swale, sewer, drain, disposal system, decorative building, landscape device, tree, landscaping, or object, recreational or other external lighting, or any other improvement of any kind shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration therein or thereon be made, unless and until the plans, specifications and location of the same shall have been submitted to, and evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with these Community Standards of Association.

1.3 ACC Membership. The ACC has three (3) members.

1.4 Powers and Duties of the Committee. The ACC shall have the following powers and duties:

1.4.1 Amendments to Community Standards. To 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 The Hamptons, 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.

1.4.2 Right to Approve or Disapprove. To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel and to 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 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.

1.4.3 Deviations. 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 Parcel. Any deviation, which shall be manifested by written agreement, shall not constitute a waiver of any restriction or provision of these Community Standards as to any other Parcel. 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.

1.4.4 Inspections. 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.

1.4.5 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.

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

1.5 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

1.5.1 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.

1.5.1.1 Plans Generally. Currently, the ACC requires one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Parcel, which plans shall include the proposed elevation of all floor slabs and pool decks, and one (1) complete set of the drainage plan, grading plan, tree survey, lot survey, color plan and materials designation plan for such improvement or structure.

1.5.1.2 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 Parcel, and must include (unless waived by the ACC) the following:

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

1.5.1.2.2 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.

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

1.5.2 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.

1.5.3 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.

1.5.4 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.

1.5.5 Appeal to Board. Upon continued 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 therefor. 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 said thirty (30) 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.

2. The Criteria.

2.1 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.

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

2.3 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

2.4 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 subdivision, including but not limited to, the quality and appearance of all exterior building materials.

2.5 Entrances. The front, side and rear setbacks and minimum square footage for all Homes in the subdivision shall be as required by Sarasota County. Where conditions permit, the ACC, at its sole discretion, may require larger setbacks.

2.6 Type. No building shall be erected, altered, placed or permitted to remain on any residential Parcel 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, greenhouse, cabana, shelter canopy, entrance canopy or carport canopy, 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.

2.7 Layout. 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 Parcel in its most advantageous position.

2.8 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 subdivision. 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 subdivision 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, and shall have full lien rights against the Home and/or Apartment Building as set forth in the Declaration.

2.9 Roofs. All roofs, which must be constructed with concrete tile, including the replacement of all or any part of a roof, must be approved by the ACC. 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.

2.10 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 raw aluminum color will be allowed. Wood frames must be painted, sealed or stained.

2.11 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.

2.12 Garages. No carports will be permitted unless approved by the ACC. If a Home will not have a functioning garage, as herein permitted, the facade of the garage shall comply with the applicable provisions of this Section. Garage doors may be changed to have embossed facing and shall contain lights only in the upper panels of the garage door. All garage doors must be color compatible with the Home exterior.

2.13 Driveway Construction. All Homes shall have a driveway of stable and permanent construction on an approved base. 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. These rules pertaining to driveways shall also pertain to walkways and private cart paths.

2.14 Signs. The following signs shall be permitted:

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

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

2.14.3 Owners shall not display or place any sign of any character including "for rent" or "for sale" signs in the Common Areas. An Owner may display one 8" x 6" or smaller "for sale" or "for rent" sign within the boundaries of his Home. No other signs shall be permitted without the prior approval of the ACC.

2.14.4 No other signs of any kind shall be displayed in the public view on any property within The Hamptons 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.

2.15 Games, Play Structures and Recreational Equipment. No basketball-backboard, swing set, gym, sand box, nor any other fixed game or play structure, platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Parcel located within the sight of the street or of any neighboring properties. This restriction shall include roll-away basketball backboards and structures thereto and trampolines, which must be moved when not in use. All such structures must have the prior written approval of the ACC.

2.16 Fences and Walls. No fence or walls shall be constructed on any Parcel without the prior approval of the ACC. The ACC shall 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, and in no event shall chain link fences be allowed without the consent of the ACC. Such consent may require the installation of additional landscaping on either or both sides of the fences. Screening for garbage areas and air conditioning equipment shall be indicated on plans submitted to the ACC. No fences, walls or hedges shall exceed six (6) feet in height.

2.17 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. Elaborate new plantings may require the Owner to maintain such area at such Owner's own cost. The planting of dangerous or plants resulting in unusual or excessive debris will not be permitted. No landscaping shall be removed without the prior written approval of the ACC.

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

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

2.18.2 No screening of pool area may stand beyond a line extended and aligned with the side walls or rear walls of the Home unless approved by the ACC;

2.18.3 Location and construction of badminton courts must be approved by the ACC;

2.18.4 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;

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

2.18.6 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.

2.19 Garbage and Trash Containers. No Parcel 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 Parcel or from neighboring properties.

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

2.21 Mailboxes. No mailbox or 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 Parcel unless and until the size, location, design and type of material for said house or receptacle shall have been approved by the ACC, provided however, that Developer reserves the right, to be exercised at its option, to provide each mailbox and post to be used on each Parcel. If and when the United States mail service or the newspaper involved shall indicate a willingness to make delivery to wall receptacles attached to Homes, each Owner, on the request of the ACC, shall replace the boxes or receptacles previously employed for such purpose with the wall receptacles attached to Homes.

2.22 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.

2.23 Antenna and Flags. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, or antenna towers are subject to the prior approval of the ACC. The ACC may require that all such items be screened from view. A flagpole for the display of the American flag only may be permitted if approved by the ACC. An approved flagpole may not be used as an antenna. Eighteen inch (18") satellite dishes may be placed below the roof line in rear of the Home with the prior approval of the ACC.

2.24 Additions. Rain water from a new addition roof or new grade of Parcel 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.

2.25 Awnings. Awnings are only permitted at the rear of Homes. All awnings and shutters must be approved by the ACC and must be color compatible with exterior of the Home. Bahama Shutters are not permitted.

2.26 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 neighborhood.

2.27 Storage Sheds. All storage sheds are prohibited.

2.28 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.

3. Express Approval. Notwithstanding any provision herein to the contrary, unless the ACC disapproves one of the following proposed improvements within thirty (30) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

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

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

3.3 Replace existing wood siding with the identical wood material previously approved by the ACC.

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

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

3.6 Replace existing roof with the identical roof.

3.7 Installation of hurricane shutters.

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.).

4. 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.

5. 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 three percent (3%) 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.

6. 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 therefrom 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.

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

7.1 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 The Hamptons 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 The Hamptons shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in The Hamptons and no construction materials shall be stored in The Hamptons 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 The Hamptons 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.

7.2 Required Lists. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, 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 The Hamptons 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

7.3 Owner Responsibility. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and 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 The Hamptons.

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

8. 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 The Hamptons for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or these Community Standards.

9. 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.


10. 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.


11. 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, shall not be subject to the review of the ACC, Association, or the provisions of these Community Standards.


12. 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.


APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE

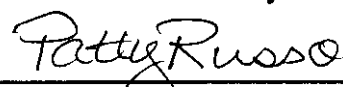
APPROVAL OF BOARD OF DIRECTORS

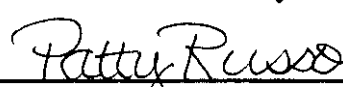

Name: Robert Glantz


Name: Robert Glantz


Name: Dennis C. Ruby

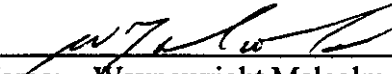

Name: Dennis C. Ruby


Name: Patty Russo


Name: Patty Russo

APPROVAL OF DEVELOPER

LENNAR HOMES, INC.

By: 
Name: Waynewright Malcolm
Title: Vice President
Date: April 30, 1998