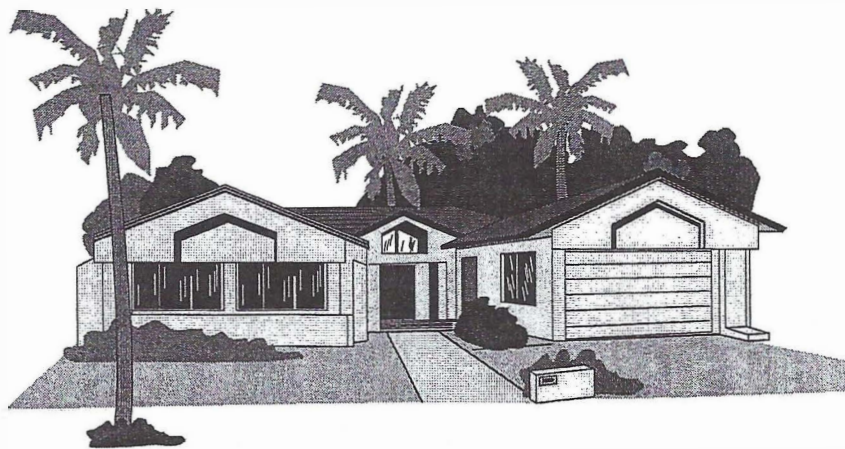


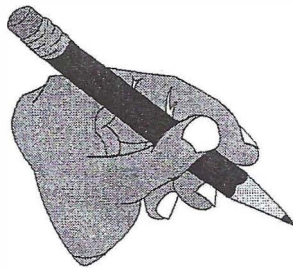
LAGO MAR COMMUNITY

ARCHITECTURAL CONTROL MANUAL



LAGO MAR COMMUNITY HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL CONTROL MANUAL



**Prepared for the sole use of Lago Mar Community HOA, Inc.
Revised August , 1999**

****APPROVED**
1st Revision -**

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LAGO MAR COMMUNITY HOMEOWNERS ASSOCIATION, INC.

COMMUNITY STANDARDS

PREAMBLE

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

1. The Architectural Control Committee (also described as the "Construction 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, statue, fence, wall, patio, 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 five members appointed by the Board ("Committee"). Each committee member shall serve for a two-year term or as vacancy becomes available.

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 modification 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. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Lago Mar Community, 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, patio, 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. 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 two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, patio, 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, and must include (unless waived by the ACC) the following:

1.5.1.3. Landscape Plan. 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. No approval is required for replacement of same plant material. No large shade trees may be planted on the property without prior approval of the ACC. No fruit trees are permitted in the front of the home, except coconut palm trees.

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

1.5.1.5 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 qualification 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.

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.

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 in writing within ten (10) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than 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 for obtaining all permits

from all governmental authorities which are required to perform the work contemplated by the owner. The owner must provide copies of the permits to the ACC.

2.4 Harmony and Appearance. The ACC has the right of final approval of the exterior appearance of all units including the harmony of the architectural design with the other units 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 Dade 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 site 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 sample 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 the repainting. The ACC, at the direction of the 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, 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 determine to be absolutely necessary by the ACC. In all events such vents and roof edge flashing shall be painted the same colors of 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 by the ACC. If a Home does not have a functioning garage, as herein permitted, the facade of the garage shall comply with the applicable provision of this Section. Garage doors may be changed to have embossed facing and shall contain lights only on 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, all driveway must be constructed with materials equal to or better material. Only outdoor tile/pavers or spray crete type material may be used. Driveways may be painted to match roof tiles. A sample of the requested material to be used must be submitted at the time application for change is made. 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 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 18" x 18" or smaller "for sale" or "for rent" sign in the window of his Home or on a post.

No other signs shall be permitted without the prior approval of the ACC.

2.14.3. No other signs of any kind shall be displayed in the public view on any property within Lago Mar Community and all Owners of property subject to these community Standards.

2.15 Games, Play Structures and Recreational Equipment. No swing set, gym, sand box, nor any other fixed game or play structure, platform, dog house, playhouse, or structure of 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. A basketball hoop is permitted to be used in the driveway of a home but not attached to the house and maintained in a first class manner. 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. 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. All exterior central air-conditioner equipment must be enclosed to cut down on noise that may negatively affect neighboring properties. No fences, walls or hedges shall exceed six (6) feet in height.

2.17 Landscaping Criteria. 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. Dangerous plants which have unusual or excessive debris are not permitted. No landscaping shall be removed without the prior written approval of the ACC.

2.18 Swimming Pools and Tennis Courts: Any swimming pool or tennis court to be constructed on any Parcel shall be subject to the requirements of the ACC, which include, but are 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 tennis and badminton courts must be approved by the ACC;

2.18.4 No lighting of a pool or any other area shall be installed without the approval of the ACC, and if allowed shall be designed for recreational character. Owner must buffer the surrounding Homes from the lighting. No barn yard lights are permitted;

2.18.5 All applications for the installation of a swimming pool or tennis court must be accompanied with a certified survey no more than ninety (90) days old. The pool and \or tennis court must comply with all applicable set-back requirements; and,

2.18.6 Pool filter equipment must be placed out of view of neighboring properties. Pool equipment must be stored in a place where the noise level does not affect the neighboring properties. 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 pick-up days, Tuesday and Friday, when required to be placed at the curb, all containers shall be kept out of the public view from either the front of a parcel or from neighboring properties.

2.20 Temporary Structure. 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 Window Air Conditioning. No window or wall air conditioning units shall be permitted. No window and wall air conditioning unit shall be placed at the front of any Home.

2.22 Mailboxes. No mailbox or paper box 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.

2.23 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.

2.24 Antenna, Satellites Dish, and Flags. All outside antennas, antenna poles, antenna masts, electronic devices, and satellite dish antennas, are subject to the prior approval of the ACC. The ACC may require that all such items be screened from view. Direct Broadcast Satellite (DBS) one meter or less do not require prior approval for installation, however, the (DBS) must be placed in the rear facade of the home. Requests for satellite dishes larger than one (1) meter require prior approval from the ACC and are required to be covered.

2.25 Additions. Rain water from a new addition roof or new grade of parcel terrain must not run on a 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.

2.26 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.

2.27 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.

2.28 Glass Blocks. The use of glass block on an existing Home or the use of glass block in the construction of a new Home, will be limited to use on sides or rear of the Home and shall not be used in the front of the Home.

2.29 Storage Sheds. All storage sheds must be below the fence line.

2.30 Gutter. 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.

2.31 Statues & Sculptures. No religious statues are permitted. Only decorative statues under three (3) feet in height will be permitted.

3. Express Approval. Notwithstanding any provision herein to the contrary, unless the ACC disapproves one 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 and trims in the identical color/material previously approved by the ACC.

3.2 Replace existing driveways in the identical colonial 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 material 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. Accordion, roll-up style and panel style shutters previously approved by the ACC.

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. The ACC 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. Liability. Notwithstanding the approval by the ACC of plans and specifications submitted to it or its inspection of the work in progress, neither the ACC, the Association, nor any other person acting on behalf of the ACC, or the Association, 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, any person acting on behalf of the ACC or the Association 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 and its members, the Association its officers and

directors or any person acting on behalf of the ACC or the Association from any and all claims resulting therefrom including reasonable attorney's 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, any person acting on behalf of either the ACC or the Association, 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, its officers, directors, or any person acting on behalf of the ACC or the Association, generally, from and for any loss, claim or damages connected with such aspects of the improvements or alterations.

6. Construction by Owners. The following provision govern construction activities by owner after consent of the ACC has been obtained:

6.1 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 Lago Mar Community 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 Lago Mar Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Lago Mar Community and no construction materials shall be stored in Lago Mar Community subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed and 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 Lago Mar Community 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.

6.2 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 Lago Mar Community.

6.3 ACC Standards. The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Lago Mar Community. 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 Lago Mar Community and each owner shall include the same therein.

7. Inspection. There is specifically reserved to the Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Lago Mar Community 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.

8. 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 the 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 attorney's fees and paraprofessional fees at all levels including appeals, collections, and bankruptcy, incurred by the Association or the ACC. The Association shall enforce the collection of all costs and fees incurred by the Association in accordance with the provisions set forth in 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.

9. 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.

10. Exemption. Notwithstanding anything to the contrary contained on these Community Standards, any improvement of any nature made or to be made by the Association through its Board of Directors, including but not limited to improvements made or to be made to the Common Areas, Association property, or any home, shall not be subject to the review of the ACC, the Association or the provisions of these Community Standards.

11. Supplemental Exculpation. The Association, the directors or officers of the Association, 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 judgement, negligence, or any action of the 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 the Association or their respective directors or officers, the ACC or the member of the ACC, or their respective agents, in order to recover any damages caused by the actions of the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. The Association, ACC or its members, officers and directors, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specification 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.
