

23. **Estoppel.** Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that these Club Covenants are unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that these Club Covenants, as so modified, are in full force and effect) and the date to which the Club Charges are paid; and (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Association, Club Owner or Members with respect to these Club Covenants. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that these Club Covenants are in full force and effect, without modification except as may be represented, in good faith, by Club Owner; and (2) that there are no uncured defaults; and (3) that the Club Charges have been paid as stated by Club Owner.

24. **No Waiver.** The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more of the Club Covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

25. **Franchises and Concessions.** Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

26. **Resolution of Disputes.** ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THESE CLUB COVENANTS COMPRISE A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THESE CLUB COVENANTS ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THESE CLUB COVENANTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

27. **Venue.** EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THESE CLUB COVENANTS LEGALLY AND FACTUALLY WERE EXECUTED IN PALM BEACH COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN PALM BEACH COUNTY, FLORIDA AND EACH HOME IS LOCATED IN PALM BEACH COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER, BUILDER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA.

28. **Release.** BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THESE CLUB COVENANTS. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT (OR HAD TITLE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN

OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THESE CLUB COVENANTS ARE VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THESE CLUB COVENANTS ARE INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THESE CLUB COVENANTS, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THESE CLUB COVENANTS, OR THE EXHIBITS HERETO: THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

29. **Amendment.** Notwithstanding any other provision herein to the contrary, no amendment to these Club Covenants shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of these Club Covenants benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Prior to the date that any third party owns the Club, Club Owner shall have the right to amend these Club Covenants as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate these Club Covenants (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of Baywinds to these Club Covenants by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of Baywinds from the benefit and encumbrance of these Club Covenants by amendment recorded in the Public Records.

30. **Severability.** Invalidation of any of the provisions of these Club Covenants by judgment or court order shall in no way affect any other provision, and the remainder of these Club Covenants shall remain in full force and effect.

31. **Notices.** Any notice required to be sent to any person, firm, or entity under the provisions of these Club Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

32. **Florida Statutes.** Whenever these Club Covenants refer to the Florida Statutes, they shall be deemed to refer to the Florida Statutes as they exist on the date the Club Covenants are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

33. **Headings.** The headings within these Club Covenants are for convenience only and shall not be used to limit or interpret the terms hereof.

34. **Association to Bear Legal Expenses.** In the event that there is any ambiguity or question regarding the provisions of these Club Covenants, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of these Club Covenants, the Purchase Option, the Mortgage, the Note, or any other aspect of the transfer of the Club to Association, Association shall bear all legal expenses of both

Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

NOW, THEREFORE, Lennar Land Partners, as Club Owner, has set its signature and seal below this _____ day of _____, 2000.

WITNESSES:

LENNAR LAND PARTNERS, a Florida general partnership

[Signature]
Print Name: Jana Hogen
[Signature]
Print Name: Melissa Diaz

By: Lennar Homes, Inc., a Florida corporation,
attorney in fact*
By: [Signature]
Name: Doyle D. Dudley
Title: Vice-President

*pursuant to that certain Power of Attorney recorded in Official Record book 10092 at page 423 in the Public Records of Palm Beach County, Florida

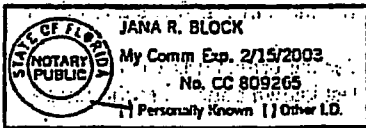
STATE OF FLORIDA)

COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 22nd day of Feb., 2000 by Doyle D. Dudley, as Vice-President of Lennar Homes, Inc., a Florida corporation, attorney in fact for Lennar Land Partners, a Florida general partnership who is personally known to me or who has produced N/A as identification.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
at Large
Print name: Jana R. Block



JOINDER

BAYWINDS COMMUNITY ASSOCIATION, INC. does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 2000.

WITNESSES:
Gina Hogen
Print Name: Gina Hogen
Melissa Diaz
Print Name: Melissa Diaz

BAYWINDS COMMUNITY ASSOCIATION, INC.
a Florida not-for-profit corporation
By: [Signature]
Name: Denise Cary
Title: President
Date: 2/22/00

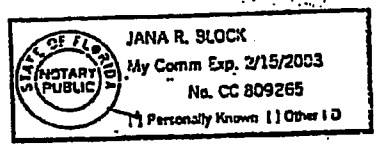
(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 22nd day of Feb., 2000 by Denise Cary as President of BAYWINDS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced N/A as identification, on behalf of the corporation.

My commission expires:

Jana R. Block
NOTARY PUBLIC, State of Florida
Print name: Jana R. Block



Baywinds Club Covenants
February 15, 2000

EXHIBIT A
LEGAL DESCRIPTION
OF BAYWINDS

All of Section 19, Township 43 South, Range 42 East, less the South 200 feet thereof and less that portion conveyed to the State of Florida recorded in Deed Book 842 at Page 548, in the Public Records of Palm Beach County, Florida.

EXHIBIT B
LEGAL DESCRIPTION
OF CLUB PROPERTY

Tract R-1 and Tract R-2, as shown on the Plat of BAYWINDS R.P.D. PLAT NO. 2,
as recorded in Plat Book 85 at Page 148, in the Public Records of Palm Beach
County, Florida.

CONSENT
BANK ONE, NA, AS AGENT

BANK ONE, NA, formerly known as the First National Bank of Chicago, as Agent does hereby join in the Baywinds Club Covenants, for the purpose of consenting as the holder of that Mortgage Deed and Security Agreement recorded in Official Records Book 10079 at Page 1550, Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this _____ day of _____, 2000.

WITNESS:

BANK ONE, NA, formerly known as THE FIRST NATIONAL BANK OF CHICAGO, AS AGENT

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

STATE OF _____)

) SS.:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2000 by _____ of BANK ONE, NA, formerly known as the First National Bank of Chicago, as Agent, who is personally known to me or to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of _____

Print Name: _____



11/15/2001 09:12:57 24812587878

OR BK 13894 PG 0218

Palm Beach County, Florida

PREPARED BY AND RETURN TO:

PATRICIA K. FLETCHER, ESQ.
Patricia Kimball Fletcher, P.A.
Duane, Morris & Heckscher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

FIRST AMENDMENT TO BAYWINDS CLUB COVENANTS

THIS FIRST AMENDMENT TO BAYWINDS CLUB COVENANTS ("First Amendment") is made by Lennar Land Partners, a Florida general partnership ("Lennar").

RECITALS

- A. Those certain Baywinds Club Covenants were recorded in Official Records Book 11658 at Page 113 of the Public Records of Palm Beach County, Florida ("Original Club Covenants") respecting the recreational facilities located in the residential community in Palm Beach County, Florida known as Baywinds ("Baywinds").
- B. Section 29 of the Original Club Covenants permits Lennar, as Club Owner, to amend the Original Club Covenants without the joinder or consent of any person or entity whatsoever by the recording of an amendment to the Original Club Covenants in the Public Records.
- C. Lennar desires to amend the Original Club Covenants as set forth herein.

NOW THEREFORE, Lennar hereby declares that every portion of Baywinds is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. Conflicts. In the event that there is a conflict between this First Amendment and the Original Club Covenants, this First Amendment shall control. Whenever possible, this First Amendment and the Original Club Covenants shall be construed as a single document. Except as modified hereby, the Original Club Covenants shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Original Club Covenants, except that the following defined term is hereby modified:

"Club Covenants" shall mean the Original Club Covenants and this First Amendment, together with all amendments and modifications thereof.

4. Withdrawal of Property. The real property legally described on Exhibit 1 attached hereto and made a part hereof is hereby removed from Exhibit A of the Club Covenants and the definition of "Baywinds."

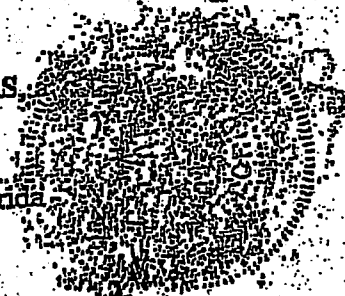
5. Covenant Running with the Land. The First Amendment is a covenant running with all of Baywinds, and shall be binding upon their successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Club Owner under the Club Covenants, has hereunto set its hand and seal this 16th day of Oct., 2001.

WITNESSES:

Kerry C. Hillary
Print Name: Kerry C. Hillary
Lisa Mentrow
Print Name: LISA MENTROW

LENNAR LAND PARTNERS
Florida general partnership
By: Lennar Homes, Inc., a Florida corporation, attorney in fact*
By: Doyle D. Dudley
Name: Doyle D. Dudley
Title: Vice President



{SEAL}

*pursuant to that certain Power of Attorney recorded in Official Records Book 10092 at page 423 in the Public Records of Palm Beach County, Florida

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:

The foregoing instrument was acknowledged before me this 16th day of Oct., 2001 by Doyle D. Dudley as Vice President of Lennar Homes, Inc., as attorney in fact for Lennar Land Partners, a Florida general partnership, who is personally known to me or who has produced _____ as identification.

My commission expires: 3/15/02

Kerry C. Hillary
NOTARY PUBLIC, State of Florida

Print name: Kerry C. Hillary

EXHIBIT 1

PROPERTY WITHDRAWN FROM THE CLUB COVENANTS

LEGAL DESCRIPTION

(BAYWINDS - COMMERCIAL PARCEL)

UP PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ... CONTAINING 13.00 ACRES MORE OR LESS.

05/01/2002 14:33:53 20020222B2B
DR BK 13653 PG 0719
Palm Beach County, Florida

PREPARED BY AND RETURN TO:

PATRICIA K. FLETCHER, ESQ.
Patricia Kimball Fletcher, P.A.
Duane Morris LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

SECOND AMENDMENT TO BAYWINDS CLUB COVENANTS

THIS SECOND AMENDMENT TO BAYWINDS CLUB COVENANTS ("Second Amendment") is made by Lennar Land Partners, a Florida general partnership ("Lennar").

RECITALS

A. Lennar recorded those certain Baywinds Club Covenants in Official Records Book 11658 at Page 113 of the Public Records of Palm Beach County, Florida ("Original Club Covenants") respecting the recreational facilities in the residential community in Palm Beach County, Florida known as Baywinds ("Baywinds").

B. Thereafter, the Original Club Covenants were amended by that certain First Amendment to Baywinds Club Covenants recorded in Official Records Book 13094, Page 218 of the Public Records of Palm Beach County, Florida (the "First Amendment"). The Original Club Covenants together with the First Amendment shall hereinafter be referred to as the "Club Covenants".

C. Section 29 of the Original Club Covenants permits Lennar, as Club Owner, to amend the Original Club Covenants as it deems appropriate, without the joinder or consent of any person or entity whatsoever by the recording of an amendment to the Original Club Covenants in the Public Records.

D. Lennar desires to amend the Original Club Covenants as set forth herein.

NOW THEREFORE, Lennar hereby declares that every portion of Baywinds is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. **Conflicts.** In the event that there is a conflict between this Second Amendment and the Original Club Covenants, this Second Amendment shall control. Whenever possible, this Second Amendment and the Original Club Covenants shall be construed as a single document. Except as modified hereby, the Original Club Covenants shall remain in full force and effect.
3. **Capitalized Terms.** All initially capitalized terms not defined herein shall have the meaning set forth in the Original Club Covenants, except that the defined term "**Club Covenants**" is hereby modified as follows:

"**Club Covenants**" shall mean the Original Club Covenants and this First Amendment, together with all amendments and modifications thereof.

Subsection (i) of the definition of "**Club Purchase Price**" is hereby deleted in its entirety and replaced with the following:

(i) the amount resulting from the application of the capitalization rate of ten percent (10%) applied to the total annual Club Fees payable by all Owners to Club Owner on the later of the Option Date or the date upon which Association obtains title to the Club Property pursuant to the exercise of the Purchase Option;

4. **Documentation of Transfer.** The second sentence of Section 5.3.1 of the Original Club Covenants is hereby amended to read as follows:

At the time of the transfer of the Club to Association as a result of the exercise of the Purchase Option, the Owners will no longer be obligated to pay the Club Fees; however, Association shall either (i) pay the Club Purchase Price in cash or by Federal wire out of its own funds, or (ii) obtain financing with a third party lender, the costs thereof shall be Club Operating Costs, or (iii) if Association is unable to obtain third party financing, execute and deliver to Club Owner a purchase money note in the amount of the Club Purchase Price (the "**Note**"), a purchase mortgage (the "**Mortgage**"), an assignment of Club Operating Costs payable hereunder, and a Security Agreement and UCC Financing Statements (state and local) and each Owner shall be obligated to pay his or her pro rata share of the Club Purchase Price and, if applicable, principal, interest and other amounts due in connection with such Note and Mortgage.

The last sentence of Section 5.3.1 of the Original Club Covenants is hereby amended to read as follows:

The Club Purchase Price and, if applicable, the payments due pursuant to the Note and Mortgage shall be deemed part of the Club Operating Costs, and such Club Operating Costs shall first be applied to the payment of the Club Purchase Price, if applicable, the Note and Mortgage, and then to other Club Operating Costs.

5. Mortgage. The last sentence of Section 5.3.2.2 of the Original Club Covenants is hereby amended as follows:

It shall require that Association (i) escrow tax and insurance payments on a monthly basis with Club Owner in a non-interest bearing account; (ii) provide Club Owner with monthly and annual operating statements, annual financial statements, and other financial information (e.g., the Budget); (iii) maintain the Club in a first class condition; (iv) insure the Club for full replacement value; (v) provide rental insurance and liability insurance in such amounts necessary to fully protect the mortgagee under the Mortgage; (vi) assign its interest in Club Operating Costs payable hereunder as additional security for payment of the Note; and (vii) provide that a receiver may be appointed, upon default by Association, to operate the Club, collect Club Operating Costs, and pay amounts due to the mortgagee under the Note.

6. Claim of Lien. The second to last sentence of Section 9.1 of the Original Club Covenants is hereby amended as follows:

Such lien may be enforced by Association at Association's expense or at Club Owner's written discretion enforced by Club Owner, or during the period the Mortgage described in Section 5.3.2.2 remains outstanding, by Lennar, its successors, assigns or designees; however, the claim of Club Owner for Club Fees is paramount to all claims of Association.

7. Right to Designate Collection Agent. The second sentence of Section 9.2 of the Original Club Covenants is hereby amended as follows:

In such event, Club Owner, or its designee, shall collect the Club Operating Costs, Special Use Fees, and/or Club Fees.

The following is hereby added to the end of Section 9.2 of the Original Club Covenants:

During such time as Lennar or its successor, assignee or designee holds the Mortgage described in Section 5.3.2.2, Lennar or its successor, assignee or designee shall, upon written notification to Association, have the exclusive right to collect Club Operating Costs which shall first be applied to amounts then due under the Note and Mortgage and the balance, if any, shall be remitted to Association. In the event Lennar does not exercise this option to collect, Association shall be responsible for the collection of Club Operating Costs and

shall first remit the payments under the Note and Mortgage to Lennar from such Club Operating Costs.

8. Amendment. The fourth sentence of Section 29 of the Original Club Covenants is modified and shall read as follows:

Club Owner shall have the right to amend these Club Covenants as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

9. Covenant Running with Baywinds. This First Amendment is a covenant running with Baywinds.

IN WITNESS WHEREOF, the undersigned, being the Club Owner under the Original Club Covenants, has hereunto set its hand and seal this 9 day of April, 2002.

WITNESSES:

Kerry H. Cripps
Print Name: Kerry H. Cripps
Lisa Mentkov
Print Name: LISA MENTKOV

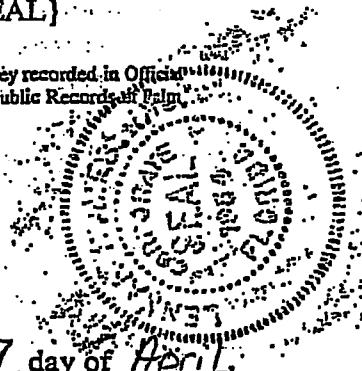
LENNAR LAND PARTNERS, a Florida general partnership

By: LENNAR HOMES, INC., a Florida corporation, attorney-in-fact*

By: Dayle D. Dudley
Name:
Title: Vice President

{SEAL}

* pursuant to that certain Power of Attorney recorded in Official Records Book 10092 at Page 423 in the Public Records of Palm Beach County, Florida.

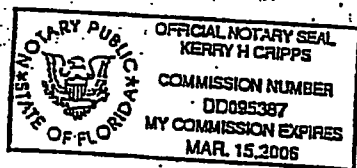


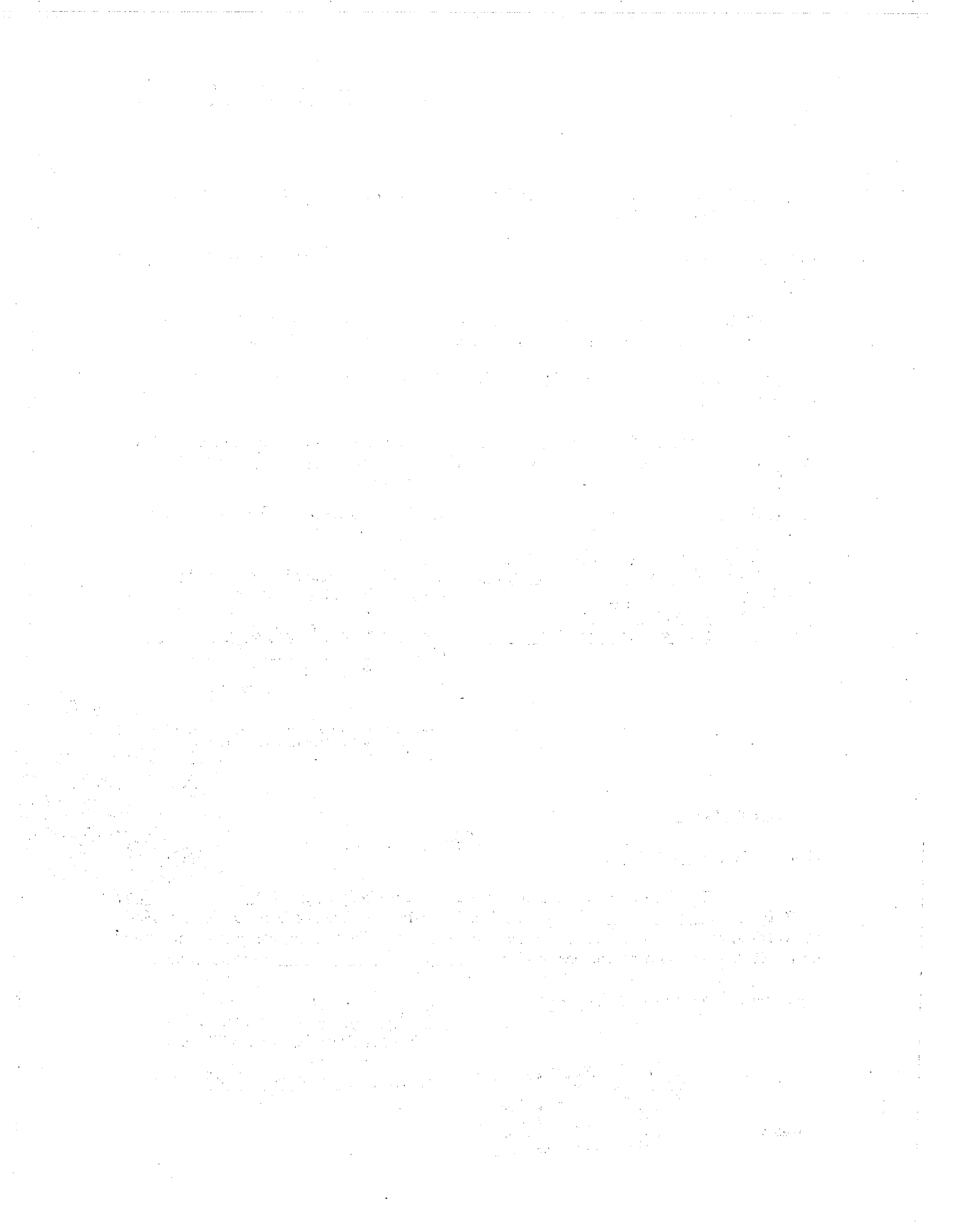
STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:

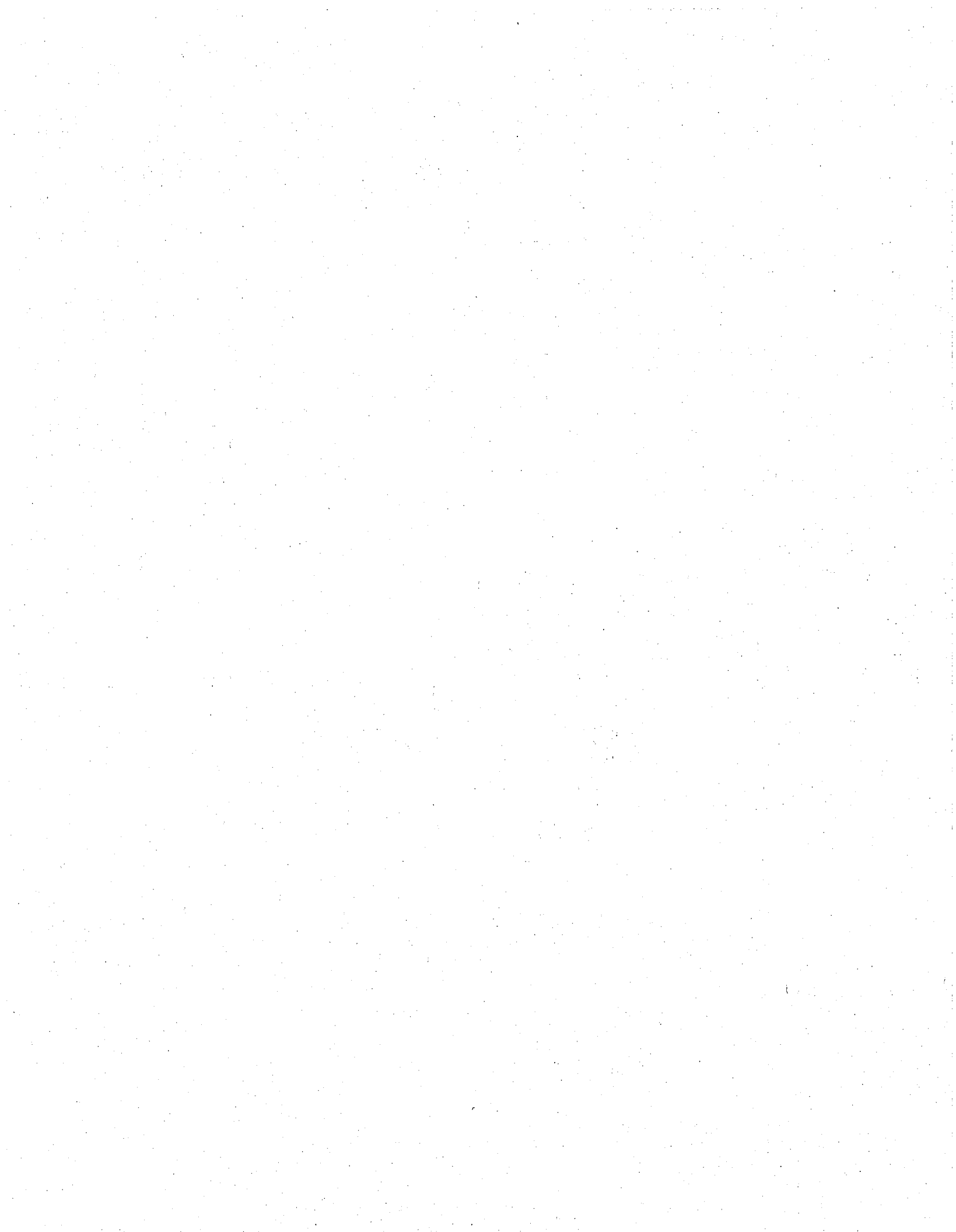
The foregoing instrument was acknowledged before me this 9 day of April, 2002 by Dayle D. Dudley as Vice President of Lennar Homes, Inc., a Florida corporation, as attorney-in-fact for Lennar Land Partners, a Florida general partnership, who is personally known to me or who has produced _____ as identification.

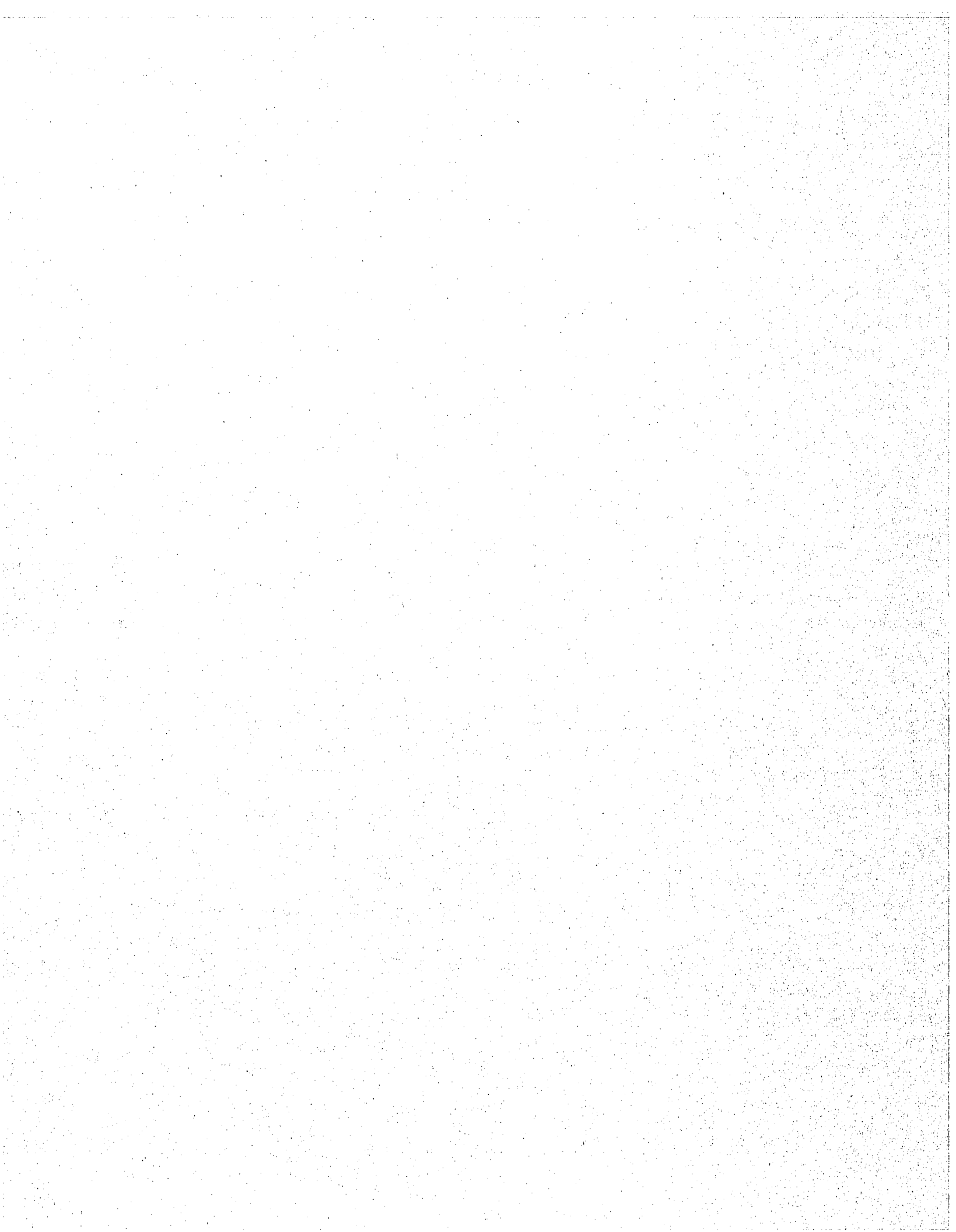
My commission expires: 3/15/06

Kerry H. Cripps
NOTARY PUBLIC, State of Florida
at Large
Print name: Kerry H. Cripps









BAYWINDS COMMUNITY ASSOCIATION, INC.

COMMUNITY STANDARDS

TABLE OF CONTENTS

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

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

BAYWINDS COMMUNITY ASSOCIATION, INC.

COMMUNITY STANDARDS

Pursuant to the Declaration of Restrictions and Covenants for the Baywinds Community ("Declaration"), Lennar Land Partners, as Developer has appointed the Architectural Control Committee for the Baywinds Community Association, Inc. (the "ACC"). Pursuant to the Declaration, the ACC hereby adopts the following procedures, which shall be known as Community Standards.

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

2. **Approval Required.** The ACC shall approve or disapprove any improvements or structure of any kind within any portion of Baywinds, 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 Baywinds. 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 decision of the ACC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Notwithstanding the foregoing ACC approval is not required for improvements or changes to the interior of a Home not visible from the exterior of a Home.

3. **Deviations.** The ACC has the right to deviate from the provisions of these Community Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any Owner, without consent of the Owner of any adjoining or adjacent Home. Any deviation, which shall be manifested by written agreement, and shall not constitute a waiver of any restriction or provision of these Community Standards as to any other Home. The granting of a deviation or variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.

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

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

4.2. **Plans Generally.** The ACC may require, at its discretion, up to three (3) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Home, which plans shall include the proposed elevation of all floor slabs and pool decks, and three (3) complete set of the drainage plan, grading plan, tree survey, lot survey, color plan and materials designation plan for such improvement or structure.

4.3. **Revised Plans.** Preliminary plans and drawings must be submitted to the ACC, and approval of the same obtained. The ACC may require the submission of final plans and specifications if initial plans must be revised. All plans and drawings submitted must be signed by both the professional who has prepared such plans and drawings and the Owner of the Home, and must include (unless waived by the ACC) the following:

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

4.3.2. A landscape plan including a graphic indication of the location and size of all plant materials on the site (existing and proposed), and the latin and/or common names of all plants and their planted size.

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

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

4.5. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of ACC. In lieu of a meeting, the ACC may act in writing.

4.6. Time for Review. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to 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 said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

4.7. Rehearing. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

4.8. Appeal to Board. Upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request 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.

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

5. The Criteria.

5.1. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

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

5.3. **Permits.** The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes.

5.4. **Harmony and Appearance.** The ACC shall have the right of final approval of the exterior appearance of all Homes including the harmony of the architectural design with the other Homes within the community, including but not limited to, the quality and appearance of all exterior building materials.

5.5. **Architect.** All Homes in the community shall be designed by a registered architect.

5.6. **Setbacks.** The minimum front, side and rear setbacks and minimum square footage for all Homes in the community shall be as required by Palm Beach County and/or the 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 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.** All roofs, including the replacement of all or any part of a roof, must be approved by the ACC. No asphalt roofs shall be permitted. All required heat and plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the ACC. In all events such vents and roof edge flashing shall be painted the same color as the roof. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material.

5.11. **Window Frames.** Window frames other than wood must be either anodized or electronically painted. If a window frame is steel, the color should be in harmony with the exterior. No mill finish aluminum color will be allowed. Wood frames must be painted.

5.12. **Front, Rear and Side Facades.** The treatment of the rear and side facade will be similar to that of the front elevations of the Home and similar materials will be used as determined by the ACC.

5.13. Garages. No carports will be permitted. Garage doors may have embossed facing. All garage doors must be color compatible with the Home exterior.

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. Walkways may be comprised of pavers, bricks, or poured concrete. No gravel driveways will be permitted.

5.15. Signs: The following signs shall be permitted:

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

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

5.15.3. A pool builder may place a sign as needed for permit purposes during of a pool. Such sign must be removed immediately upon completion of construction.

5.15.4. Owners shall not display or place any sign of any character including "for rent" or "for sale" signs in the Common Areas or within a Lot.

5.15.5. No other signs of any kind shall be displayed in the public view on any property within Baywinds and all Owners of property subject to these Community Standards do hereby grant to Association and the ACC, the right to enter upon their property for the purpose of removing any unauthorized signs.

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

5.17. Fences and Walls.

5.17.1. No fence or walls shall be constructed on any Home 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. All fenced in areas will be the landscape maintenance responsibility of the Owner.

5.17.2. The ACC may withhold its consent for the installation of any fence or wall that does not meet the following minimum standards:

5.17.2.1. Rear Lot Line of Lake or Canal Front Properties: Only white rail aluminum fences may be permitted with a maximum height not to exceed four feet (4') and placement of such fences shall not lie within any lake maintenance easement. The ACC may require supplemental planting and/or ground cover to entrance appearance.

5.17.2.2. Side and Rear Interior Non-Corner Lots Do Not Face on Lakes or Canals: White rail aluminum fences may be permitted with a maximum height not to exceed four feet (4').

5.17.2.3. Corner Lots. White rail aluminum fences may be permitted with a maximum height not to exceed four feet (4') if such fence faces a street or sidewalk. Such fence shall be set back at least three feet (3') from property line of Lot to allow for the planting of the required hedge that may be determined by the ACC.

5.17.2.4. Set Back Requirements. All fences shall be set back at least twenty feet (20') from the front corner of the Home where such fence is being installed.

5.18. Landscaping Criteria. Basic landscaping plans for each Home or the modifications to any existing landscaping plan must be submitted to and approved by the ACC. All landscaping must be installed as to fit in with neighboring properties. The ACC may reject the landscape plan based upon its review of its overall design and impact. Such landscaping plan must detail the location of beds and planting materials. New plantings shall require the Owner to maintain such area at such Owner's own cost as the Association shall only maintain landscaping as installed by Developer or the Association. The planting of dangerous plants resulting in unusual or excessive debris will not be permitted. No invasive or non-native (e.g., melaleuca, brazilian pepper) plants are permitted. No landscaping shall be removed without the prior written approval of the ACC. Each Owner is solely responsible for compliance with landscaping and zoning codes.

5.19. Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the approval of the ACC as set forth herein.

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

5.21. Garbage and Trash Containers. No Home shall be used or maintained by an Owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept out of public view from either the front of a Home or from neighboring properties.

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

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

5.24. Mailboxes. 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 Home 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 Home. 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.

5.25. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. No exposed wiring on exterior of a structure will be permitted other than originally installed by Developer.

5.26. Antenna and Flags. 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. 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. One meter satellite dishes may be placed below the roof line in rear of the Home with the prior approval of the ACC as provided in Section 6.2 herein.

5.27. **Holiday Lights.** Holiday lights may be put up on Homes within Baywinds so long as the lights do not create a nuisance (e.g., unacceptable spillover to adjacent lot).

5.28. **Additions.** Rain water from a new addition roof or new grade of Home terrain must not run on neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. Each Owner is responsible for maintaining established drainage patterns on the lot comprising the Home so as not to adversely affect drainage in any other portion of Baywinds.

5.29. **Awnings and Shutters.** All awnings and shutters, other than those originally installed by Developer, must be approved by the ACC and must be color compatible with exterior of the Home.

5.30. **Doors.** The replacement of exterior doors must be color compatible with the exterior of the Home. All exterior entrance doors must be compatible with the neighborhood.

5.31. **Glass Block.** The use of glass block on an existing Home or the use of glass block in an addition to an existing Home is subject to approval.

5.32. **Storage.** No temporary or permanent utility or storage shed, storage building, tent or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without prior approval of the ACC. Any such structure, if approved, shall be within a fenced area and below the fence level in height.

5.33. **Gutter and Solar Collectors.** All gutters must match the exterior house color, trim color and window metal color. Gutter down spouts must not concentrate water flow onto neighboring properties. Solar collectors must not be installed so as to be visible from the street.

6. Express Approval

6.1. Notwithstanding any provision herein to the contrary, unless the ACC disapproves one of the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

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

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

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

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

6.1.5. Mailbox Previously Approved.

6.1.6. Replace existing roof with identical roof material.

6.2. Notwithstanding any provision herein to the contrary, unless the ACC disapproves the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

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

6.2.2. Installation of a satellite earth station antenna that is one (1) meter or less in diameter.

All references in this paragraph to "identical" shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (*i.e.*, the identical style, texture, size, color, type, etc.).

7. **Deviations.** No construction may commence until the final plans and specifications have been approved by the ACC. No deviations from the approved plans and specifications shall be permitted and the ACC may require work to be stopped if a deviation is discovered until the deviation is corrected. Association may withhold issuance of its Certificate of Compliance if the completed Home deviates from the ACC approved plans and may take appropriate action against the responsible parties to require conformance to the ACC approved plans.

8. **Administrative Fees and Compensation.** As a means of defraying its expense, the ACC may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications. The initial minimum fee will be Fifteen no/100 dollars (\$15.00). No additional fee shall be required for re-submissions. No member of the ACC shall be entitled to any compensation for services performed pursuant to these Community Standards. In addition, if special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the ACC for the cost of such review.

9. **Liability.** Notwithstanding the approval by the ACC of plans and specifications submitted to it or its inspection of the work in progress, neither it, Developer, Association, nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ACC, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the ACC shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ACC, Association, or Developer owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ACC, Association, and Developer from any and all claims resulting 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.

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

10.1. **Miscellaneous.** Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Baywinds 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 Baywinds shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Baywinds and no construction materials shall be stored in Baywinds 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 Baywinds or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Community Standards. Any permit boards or signs must be removed immediately upon completion of construction and work activities. In the event a contractor or Owner shall fail to comply with the foregoing, the ACC may require that such contractor or Owner post security with Association in such form and amount deemed appropriate by the ACC in its sole discretion.

10.2: **Required Lists.** There shall be provided to the ACC, if requested, 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 Baywinds as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

10.3: **Owner Responsibility.** Each Owner is responsible for insuring compliance with all terms and conditions of these Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Baywinds. Each Owner is responsible for restoring any Common Areas damaged or destroyed by work activities of such Owner's contractor(s).

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

11: **Inspection.** There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Baywinds for the purpose of determination whether there exists any violation of the terms of any approval or the terms of the Declaration or these Community Standards. Without limiting the foregoing, the ACC shall have the right to make inspections during the construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the ACC.

12: **Violation.** If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of the Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Community Standards, by any legal or equitable remedy.

13: **Court Costs.** In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be

entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

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

15. Supplemental Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

16. Amendments to Community Standards. The ACC shall recommend from time to time to the Board modifications and/or amendments to these Community Standards. Any modifications or amendments to these Community Standards shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board and, prior to the Community Completion Date, by Developer. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Baywinds, 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

APPROVAL OF BOARD OF DIRECTORS

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

APPROVAL OF DEVELOPER

LENNAR LAND PARTNERS, a Florida general partnership

BY: LENNAR HOMES, INC., a Florida corporation

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

