

ARCHITECTURAL CONTROL

All proposed changes or additions to the exterior of units must be submitted to the Community Association in writing on forms available from the Property Management firm. The provisions of the Community Association documents preempt and supersede any inconsistent provision of any rules or restrictions of any Project Association if they are in conflict with the Community Association provisions.

The Board shall approve or disapprove plans submitted to it, in writing, within forty-five (45) days. If a plan is disapproved, the disapproval must include a description of why the plan was disapproved and a description of the procedure for reconsideration of the decision by the Board. In the event the Board fails to respond to the submitted plans within forty-five (45) days, the applicant may send written notice, via certified mail, to the Board advising the Board that the plans will be deemed approved if not disapproved forty-five (45) days from the receipt of the said certified letter.

ARCHITECTURAL GUIDELINES

1. The Association shall provide all maintenance of the Common Area. In addition, the Association shall provide exterior maintenance to each unit, except for glass surfaces, interior surfaces of doors including the metal frames, tracks and exterior screens of glass doors and windows, and deck and patio areas which shall be maintained by each owner in a manner acceptable to the Board of Directors.
2. Each owner has the right, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of the Living Unit. Owners may substitute new finished surfaces in place of those existing on the ceiling, floors, walls and doors of their unit.
3. No changes or additions to the exterior of the units may be made unless accepted by the Community Association Board of Directors. Plans and specifications must be submitted in writing on forms obtainable from the Property Management Company.
4. No outside television or radio antennae, masts, transmitting or receiving tower or facility, poles or flag poles may be constructed, installed or maintained on the property for any purpose whatsoever. Television satellite dishes which have a diameter or diagonal measurement of thirty-six (36 inches) or less. La Florentine homeowners may only install a satellite dish on a units' deck or the patio. Satellite cables may be installed through an external wall of the homeowners' unit through an opening of no more than $\frac{3}{4}$ inch. The wires and the opening must be professionally sealed and properly installed at height of no more than two feet from the patio or deck.
5. No window air conditioning units or balcony enclosures are permitted.
6. Decks and patios are not to be used for such purposes as drying laundry, miscellaneous storage, etc. These areas are considered an aesthetic addition to the buildings and should be utilized in good taste so as to be generally attractive and inoffensive to other residents. No exterior clotheslines shall be erected or maintained and there shall be no outside drying or laundering of clothes on exclusive use areas such as patios or decks, Association property or on the Common Area.
7. One aesthetically acceptable sign not to exceed 18 inches x 24 inches advertising a unit for sale or lease may be displayed for public view from the inside of a window of that unit or in another reasonable location as determined by the Board of Directors. Real Estate "OPEN HOUSE" signs may be displayed between the hours of noon and 5:00 pm.

8. All rubbish, trash or garbage must be regularly removed from each unit and shall not be allowed to accumulate thereon or on the adjacent Association property or Common Area.
9. No fences, hedges or walls may be erected or maintained upon the Association property.
10. Balconies and patios may only have plants, potted plants, conventional patio furniture, barbeques, bird feeders, thermometers, TV satellite dishes, and sun dials. Deck railings shall be adequately protected from any damage from plants or plant hangers. Nothing shall be permanently attached to the exterior of the building and the repair of any damage resulting there from shall be the responsibility of the owner.
11. Portable canopies, awnings or umbrellas up to 12 feet in width, length or diameter shall be permitted on patios.
12. Owners may not paint, decorate, remodel, alter or attach any items to any Exclusive Use Common Area or any other part of the Common Area without the prior written consent of the Board.
13. The bulletin boards adjacent to the mailboxes are for posting of official Association business by the Board of Directors or the Associations manager. Use of these bulletin boards by others is strictly prohibited without permission of Management.
14. Windows shall be covered only by draperies, curtains and shades and may not be painted or covered by aluminum foil, paper or similar materials. The exterior side should be a neutral color of white or beige.

APPEAL PROCESS

Commencing January 1, 2005, a Homeowner whose application for ARC approval of additions or alterations is denied by the ARC shall have a right to appeal the denial to the Board of Directors for reconsideration. The reconsideration shall take place at an open meeting of the Board. The request for reconsideration shall be in writing, and must be mailed to the Board within 30 days of the date the denial is mailed to the Homeowner. Mailing to the Board shall be c/o the current Management Company.

**ARCHITECTURAL APPLICATION
EXTERIOR IMPROVEMENTS**

Please complete and return this form to the Association's Manager along with **three (3)** sets of your proposed plans and specifications. **Important Notice: It is your responsibility to inquire about building permit requirements before starting any work. Should a permit be required, please include proposed plans.**

Owner's Name: _____ Date: _____

Address: _____

Phone: _____ (Home) _____ (Cell)

E-mail: _____

I would like to request approval for the following improvements (please include dimensions, color, weight, method of attachment and a drawing where possible):

*The undersigned owner(s) shall jointly and severally defend against, indemnify and hold harmless the La Florentine Architectural Committee, the Board of Directors and La Florentine at Renaissance Association (hereinafter referred to as "indemnity") from any liability, loss, cost, damage or expense, including, without limitation attorney fees that indemnity may suffer or incur as a result of any claim(s), demand(s), action(s), cost(s), or judgment(s) made or obtained by any person(s) that arises out of or result from homeowner(s) request for improvement to its unit as described above. Indemnity shall be so indemnified by homeowner(s) whether or not indemnity has made any payment(s) resulting from such claim(s), demand(s), action(s), cost(s) or judgment(s). Homeowner(s)' joint and several obligation to defend against, indemnify and hold harmless indemnity shall extend from the date set forth adjacent to homeowner(s)' signature hereon until such time as no legal action may be successfully initiated against indemnity based upon any applicable statute(s) or limitation. Provided, however, that for the purpose of this agreement, any and all claim(s), demand(s), action(s), cost(s) or judgment(s) made or obtained against indemnity shall be conclusively presumed to have been made or obtained prior to the expiration of the applicable state(s) of limitation.

Signature: _____ Date: _____

LA FLORENTINE ARCHITECTURAL CONTROL COMMITTEE USE ONLY:

[] Approves the proposal as described above.

[] Conditionally approves the proposal as with the following amendments or requirements:

[] Does not approve the proposal for the following reasons:

A.C.C. Member's Signature

Date Signed