

# Rustic Village

## Homeowners Association

### Section II



# Community Standards Manual

Revised by the  
Board and ACC  
1/26/2000

## Rustic Village Homeowners Association Section II

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The Declaration of Covenants and Restrictions for Rustic Village Homeowners Article VIII (the “Declaration”) provides for an Architectural Control Committee (the “ACC”). The Declaration also provides that the Board of Directors (“Board”), from time to time, shall adopt written rules and regulations of general application governing its procedures. Rustic Village Homeowners (“Owners”) has appointed the ACC and the Board of Directors, and in accordance with the duties and obligations imposed upon them 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 the Community Standards.

### **1 The Architectural Control Committee**

- 1.1 **Defined Terms** - All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.
- 1.2 **Necessity of Architectural Review and Approval** - No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and a plan showing the location of structure have been approved in writing by the ACC. Each building, well or other structure or improvement of any nature shall be erected, placed or altered upon the premises only in accordance with the plans and plot plan so approved. Refusal or approval of plans, plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the said Architectural Control Committee shall seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement shall be deemed an alteration requiring approval. The ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority. Any approval by the ACC shall not signify that the ACC has determined that the approval meets Miami-Dade County Building Codes or Zoning Regulations.
- 1.3 **ACC Membership** - The ACC shall be a permanent committee of the Association consisting of five (5) members appointed by the Board of Directors for a term of one (1) year.
  - 1.3.1 **ACC Membership Qualification** - the ACC shall contain a minimum of three (3) members, maximum five (5) members.
- 1.4 **Powers and Duties of the ACC** - 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 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 with the Rustic Village Homeowners, 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 lot 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. Any party aggrieved by a decision of the ACC shall have the right to make a written request to the Board, within ten (10) days of such decision, for a review thereof. The Board shall consider such appeal at its next meeting and its decisions shall be final.
  - 1.4.3 **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.

1.4.4 **Quorum** - The ACC shall meet at least monthly. A quorum shall consist of a majority of the members of the committee to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the decision of the ACC.

1.4.5 **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, and submit to the Board for final approval.

1.5 **Procedure/Application** - In order to obtain the approval of the ACC, each owner shall submit an application to the ACC with respect to any proposed improvement and/or material change to an approved improvement, together with the require application, as established by the ACC. In addition to completing the application, the following is required:

1. Signed Criteria Sheet (if any)
2. two photographs of the area you are proposing to change
3. exterior site survey
4. elevation
5. drawings and/or plans
6. structural plans

You may also be requested to present with your application the following:

1. Site plan depicting existing and proposed;
2. Floor plan depicting surrounding area;
3. Exterior elevation showing proposed changes, if any; and
4. Proposed structural plans, if applicable.

1.5.1 **Plans General** - The ACC required one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, patio, enclosure, drain, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any lot, 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.

1.5.2 **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 must include (unless waived by the ACC) the following:

1.5.3 **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 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.

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

1.5.5 **Local Association** - In neighborhoods which have a local Association, the ACC may delegate to the local Association the original responsibility for processing Owner's applications for additions, changes or alteration within the Neighborhood. If the local Association authorizes any such additions, changes or alteration, it shall then apply to the ACC for its approval.

1.6 **Incomplete Application or Supplement Information Required** - In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the application will be disapproved. 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.

- 1.7 **Time For Review** - The ACC shall take action no later than (45) days from when it has received all required information, to 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.
- 1.8 **Appeal to Board** - Upon continued disapproval, the applicant may appeal the decision of the ACC to the Board within ten (10) days of the ACC's written review and disapproval. The Board of Directors shall consider such appeal at its next meeting and its decision shall be final. The decision of the Board shall be final and binding upon the applicant, his heirs, legal representatives, successors, and assign.
- 1.9 **Setbacks, Easements and Grades** - Each building lot is subject to specify front, side and rear year building setbacks as promulgated by the Miami-Dade County Building and Zoning Department and those found in the Rustic Village Homeowners Association Documents. In addition, easements have been granted to Miami-Dade County for the installation of utilities which further limits the location of structures on property. Each owner in designing improvements to his property should ensure that it does not have an adverse impact on the drainage of his own property, neighbor's property, or on the common properties of the Association. The ACC shall have the right to recommend the precise location of any structure upon each building lot as may be required to satisfy community design standards pertaining to site plan, landscaping or drainage.

## 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.00
- 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 required building and other permits from all governmental authorities having jurisdiction. Copies of the permits must be provided to the ACC before proceeding with work. It is the owner's responsibility to obtain a qualified and licensed state contractor to perform all construction, prior to obtaining building permits.
- 2.4 **Harmony and Appearance** - The ACC has the right of final approval of the exterior appearance of all lots including the harmony of the architectural design with the other lots within the subdivision, including but not limited to, the quality and appearance of all exterior building materials. The purpose of the ACC is to protect against any adverse impact within the community, preserve the aesthetic equality of the community, and to establish standards to ensure maintainability.
- 2.5 **Entrances** - The front, side and rear setbacks and minimum square footage for all Homes in the subdivision shall be as required by Miami-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 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, 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. No work shall commence until a Miami-Dade County Building Permit has been issued, if required.

- 2.8 **Exterior Color Plan** - 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 color plan must be submitted prior to construction or re-painting. **The ACC shall determine whether the color plan and materials are consistent with the homes in the surrounding areas and if they conform with the color scheme of the Neighborhood. The ACC shall have the final approval of all exterior color plans, including materials.**  
 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 60 days after the mailing of such notice. In the event such Owner(s) fails 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 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 roadside 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 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. Roof profiles shall be designed for compatibility with adjacent roof profiles in front, side and rear elevation. Cement tiles, glazed tiles, slate or shingle shakes are permitted except that flat roofs may be built in such manner and in such location as may first be approved by the ACC.
- 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 consistently with the Neighborhood.
- 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 will not have a functioning garage, as herein permitted, the facade of the garage shall comply with the applicable provision of this section. All garage doors must be color compatible with the Home exterior scheme and consistent with the neighborhood.
- 2.13 **Driveway Construction\*** - All Homes shall have a driveway of stable and permanent construction. The driveway must be constructed with materials equal to or better than concrete or asphalt, unless prior approval for other materials is obtained from the ACC. A sample of the requested material to be used must be submitted at the time application is presented. 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:
- Such signs as Association shall establish as being necessary for purposes of orientation or directional, or traffic control.
  - 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 on the front lawn of the Home or on a post. However, it shall be permissible to attach thereto one of the following additional signs not exceeding 6" x 6" and containing the wording "By Appointment Only", "Open" or "Sold". No signs shall be permitted without the prior approval of the ACC.
  - No other signs of any kinds shall be displayed in the public view on any property within the Association.
- 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 lot located within the sight of the street. Basketball hoops are permitted in the driveway of a

home, but not attached to the house, as long as it is maintained in a first class manner. Portable basketball hoops are not permitted. 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 lot 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 such walls and fences. Such consent may require the installation of additional landscaping on either or both sides of the fences. 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 any landscape plan based upon its review of its overall design and impact. Such landscaping plans must detail the location of beds and planting materials. Elaborate new planting require the owner to maintain such area at such owner's cost. The planting of dangerous plants resulting in unusual or excessive debris will not be permitted. No landscaping shall be removed without the prior written approval of the ACC.
- 2.18 **Swimming Pools\*** - Any swimming pool to be constructed on any parcel shall be subject to the requirements of the ACC. All applications for the installation of a swimming pool must be accompanied with a certified survey no more than ninety (90) days old of the parcel and proposed pool and building permit. The pool must comply with all applicable set-back requirements.
- 2.19 **Solar Collector** - No reflective solar coating on glass areas, windows, or doors of any kind shall be permitted without prior approval from the ACC. Solar collectors may not be installed without prior approval from the ACC. The ACC may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45 degrees east or west of the due south provided that such determination does not impair the effective operation of the solar collectors.
- 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 lot at any time as a Home either temporary or permanently.
- 2.21 **Window Air Conditioning** - No window and/or wall air-conditioning unit shall be placed at the front or side of any Home, in an area prohibited by zoning, or anywhere visible from the street.
- 2.22 **Utility Connections** - Building connections for all utilities, including, but not limited to, water, electricity, gas, telephone and cable shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.
- 2.23 **Antenna and Satellites** - Owners may install satellite dishes and antennas subject to Miami-Dade County restrictions. However, in no event may any satellite dish with a diameter in excess than one meter be installed unless approved by the Architectural Control Committee.
- 2.24 **Additions** - Rain water from a new addition roof or new grade of lot 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.
- 2.25 **Awnings** - All awnings and decorative shutters must be approved by the ACC and must be color compatible with the exterior of the home. Bahama shutters are not permitted under any circumstances.
- 2.26 **Doors** - The replacement of exterior doors must be color compatible with the exterior of the home and the neighborhood scheme.
- 2.27 **Storage Sheds** - A detached storage shed or accessory building shall be permitted. A shed including concrete slab should not exceed 6½ feet in height and must be placed on either side of home or 5 feet from the rear fence of the property. Landscaping shall be provided to screen views from adjacent properties or common areas. No storage facility shall be permitted without the prior written approval of the ACC and the Board of Directors.
- 2.28 **Gutters** - All gutters must match the exterior of the house color, trim color or window metal color. Gutter down spouts must not concentrate water flow onto neighboring properties.

2.29 **Outdoor Lighting** - No high voltage mercury vapor, high pressure sodium, metal halide or outdoor lighting fixtures that provides glare into adjacent properties or street shall be permitted anywhere on the properties. The Board has approved the use of Halogen light fixtures up to 500 watts if they are on motion sensors, or 300 watts without motion sensors - maximum two fixtures in the front of the Home. The Board has also approved the use of regular floodlights if they are aimed towards the home or landscaping. However, no outdoor lighting of any kind shall be permitted without the prior approval of the ACC.

Holiday decoration lights, ornaments and structures are permitted only from November 15 through January 30.

2.30 **Hurricane Shutters** - All permanent shutters must match the exterior house color or trim color. All hurricane shutters (whether permanent or temporary) and/or any materials used to protect windows (wood, galvanized steel, etc.) must be removed within 14 days once the area in which the community lies is no longer under a hurricane watch.

2.31 **Gazebos\*** - Unattached gazebos must be approved by the ACC. The architectural style shall relate to the principle structure and the scheme of the neighborhood. The gazebo shall be designed to meet local building codes and withstand hurricane force winds. Landscape screening may be required.

2.32 **Statues and Sculptures** - Religious statute and/or sculptures are prohibited in front of the home or visible from the street. Water fountains and decorative statues up to 3 feet in height shall be permitted with prior approval from the ACC.

2.33 **Flags** - No permanent flags of any kind are permitted.

3 **Express Approval** - Notwithstanding any provisions herein to the contrary, unless the ACC disapproves one of the following proposed improvements within forty-five 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 same color and material previously approved by the ACC.
- 3.2 Replace existing driveways in the same color and material previously approved by the ACC.
- 3.3 Replace existing wood siding with the same wood material previously approved by the ACC.
- 3.4 Replace existing screening with same 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 an existing roof with the same roof materials and color.

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

- 4 **Deviations** - No construction may commence until the final plans and specifications have been approved by the ACC. No deviations from the approved plans and specifications shall be permitted and the ACC may require work to be stopped if a deviation is discovered until the deviation is corrected. Association may withhold issuance of its Certificate of Compliance if the completed home deviates from the ACC approved plans and may take appropriate action against the responsible parties to require conformance to the ACC approved plans.
- 5 **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 submitted 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, the Association or any person acting on behalf of either 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 and Association, its officers, directors or any person acting on behalf of either 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 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 the Association, generally, from and for any loss, claim or damages connected with such aspects of the improvement or alterations.

- 6 Construction by Owners** - The following govern construction activities 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 Rustic Village 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 Rustic Village shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept at Rustic Village, subject, however, to such conditions and requirements as may be promulgated by the ACC. All debris shall be removed and deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited on any Common Areas, other homes within Rustic Village, 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 violation employee or contractor from performing any further services in Rustic Village.
- 6.3 **ACC Standards** - The ACC may, from time to time, adopt standards governing the performance of contractors and their respective employees within Rustic Village. 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 Rustic Village and each owner shall include the same herein. Such standards must be adopted by the Board of Directors prior to implementation.
- 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 Rustic Village 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, Board or ACC. The Association shall enforce the collection of all costs and fees incurred by the Association in accordance with 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.
- 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 in these Community Standards, any improvement of any nature made or to be made by owner, or their nominees, including, without limitation, improvements made or to be made to the common areas, or any home, shall be subject to the review of the ACC, Association, or the provisions of this Community Standards.



- 11 **Supplemental Exculpation** - The Association, the directors or officers of the Association, and the ACC, the members of the ACC, or any person(s) acting on behalf of them, shall not be liable for any cost or damages incurred by the owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Association and/or, 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 any member(s) of the ACC, or their respective agent(s), 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, 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 submitted plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

\* Requires a Miami-Dade County Building Permit.