



TILE AND GROUT ACKNOWLEDGMENT

This Tile and Grout Acknowledgment ("Acknowledgment") and the terms and conditions contained herein are a part of and, by this reference, incorporated into the Purchase Contract having Contract Identification Number _____ (the "Purchase Contract") between _____ ("Purchaser") and G.L. Homes of Naples Associates II, Ltd., a Florida limited partnership ("Seller"), for Lot _____, Plan _____ (the "Home").

Simultaneously herewith, Purchaser is making its Selections pursuant to the Standard Provisions to the Purchase Contract. Purchaser has selected tile for the Home and hereby acknowledges the following characteristics associated with the tile selection and installation:

Grout Joints. Purchaser acknowledges and agrees to the following tile grout characteristics and agrees to accept the tile as installed notwithstanding the existence of any and all of the below-described characteristics:

The tile will be laid with 3/16" grout joints (i.e., the space between adjoining tiles), subject to the following exception: if Purchaser has selected tile with a mudset installation and a straight lay or diagonal pattern, the grout joints will be 1/8". All dimensions specified herein are approximate and are subject to variation. Purchaser further acknowledges that certain characteristics related to the shape of the tile, such as chiseled, scalloped, or micro-bevel edges, may create the appearance of larger grout joints and wider tile spacing. Purchaser acknowledges and agrees that grout joints will vary from house to house depending on certain flooring and field conditions, including those described herein.

Purchaser acknowledges and agrees that grout is not designed as a walking surface and must therefore be filled below the top walking surface to prevent damage to the grout. The grout for rectified porcelain tiles with micro-bevel edges is filled to the bottom of the square edge of the tile. The grout for rectified porcelain tiles without a bevel edge is filled below the top edge of the tile. Because the edge of the tile is not manufactured with the same finish colors as the top surface of the tile, the edge of the tile will be visible above the grout.

Porcelain Tiles. If Purchaser has selected porcelain tiles to be installed in the Home, then Purchaser acknowledges and agrees to the following characteristics of porcelain tiles:

As a result of the kiln firing process, porcelain tiles are not perfectly flat or square. They can be convex or concave in shape. This characteristic is referred to in the industry as "warpage". The degree of warpage will vary between batches of tiles in the same floor and from house to house depending on the tiles. Warpage is more pronounced in larger format tiles than smaller sizes.

Rectified tiles are re-cut to produce a tile that is square on 4 edges. Because porcelain tile is a very hard material, when the tile is re-cut to rectify the size, it creates sharp edges and corners. The top walking surface and bottom surface of the rectified tiles are not flat, which can cause a difference in elevation between the edges of one tile compared to the edge of the adjoining tile. This characteristic is known in the industry as "lippage". Lippage prevents tiles from being installed closer than 1/8". It is also the reason staggered lay patterns cannot have joint offsets greater than 33% of the tile length. The separation is necessary to provide a transition between the tile heights of each adjoining tile. Lippage will be more pronounced with offset joint patterns and larger format tiles.

Polished porcelain tiles are subject to a characteristic known as "optical hazing," which is the effect that is noticed when some tiles appear cloudy or hazy under certain lighting conditions. This is a characteristic created by a combination of the manufacturer's polishing process and the material substrates used to manufacture the porcelain. Purchaser acknowledges and agrees that the optical hazing is not a defect in the tile.

High Gloss Tiles. If Purchaser has selected high gloss tiles to be installed in the Home, then Purchaser acknowledges and agrees that high gloss tiles are highly susceptible to scratches and will show scratches much more quickly and noticeably than matte finish tiles. Purchaser acknowledges and agrees that neither Seller, the tile manufacturer, nor the tile installer warrants the high gloss tile against scratches. Purchaser further acknowledges and agrees that high gloss tile is not recommended on floors of wet areas such as bathrooms.

Stone Look Tiles If Purchaser has selected a tile which has the appearance of stone, Purchaser acknowledges and agrees that there exists significant differences in color, shade of color, texture and appearance between different and even within the same dye lots of the tile. As a result, the tile installed in the Home may differ considerably in color, shade of color, texture and appearance from the tile as demonstrated in Seller's design center and/or in any model homes with such tile installed. Purchaser agrees to accept the tile as installed notwithstanding the existence of the above-described differences in color, shade of color, texture and/or appearance.

Tile Edge. If Purchaser has purchased a floor plan which includes an elevated or raised foyer, a sunken living room, a sunken wet bar or another option which creates steps not associated with a stair case, then Purchaser acknowledges and agrees that the tile which will be installed by Seller on the steps will have an exposed tile edge, which may be unfinished and without coloring. In the alternative, Purchaser and

Seller may agree in writing by execution of one of Seller’s Color Selection Addendum or Option Addendum forms during the Color Selection Process to install one of Seller’s selections of tumblestone tiles to be installed at the exposed edge.

Slip Resistance of Tiles. Purchaser acknowledges and agrees that all tile (including, without limitation, tile with a matte finish or high coefficient of friction) tends to be slippery when damp or wet, and neither Seller, the tile manufacturer nor the tile installer warrants that any particular tile will not be slippery or will resist slipping when damp or wet. Purchaser further acknowledges that it is recommended that Purchaser lay a floor mat, area rug or bath mat in tiled areas which tend to become damp or wet, such as at entry doors, in front of tubs, showers and sinks in bathrooms, and in front of the sink in the kitchen and laundry room.

Color Variations. Purchaser acknowledges and agrees that actual colors and shades of colors may vary from tile samples and/or any installations in model homes. Seller will not be responsible for variations in color or variations in shades of colors due to: (i) differences between different product runs (commonly referred to as “dye lots”), (ii) differences within the same dye lot, and (iii) any other manufacturing processes not within Seller’s control.

Purchaser acknowledges and agrees that Purchaser has read the foregoing and that all of these characteristics are acceptable conditions of the tile and flooring described herein for purposes of Closing. Purchaser further acknowledges and agrees that Purchaser shall not include any item arising out of or pertaining to any of the foregoing characteristics and/or conditions on the Inspection List or on any customer service requests submitted by Purchaser to Seller subsequent to the Closing.

Except as specifically affected by this Acknowledgment, all terms and provisions of the Purchase Contract remain in full force and effect. All initial capitalized terms used herein but not defined shall have the meaning as set forth in the Purchase Contract.

Executed the day and year written below.

_____ PURCHASER	_____ DATE	_____ PURCHASER	_____ DATE
--------------------	---------------	--------------------	---------------