

SYMPHONY ISLES MASTER ASSOCIATION, INC.
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
AS OF SEPTEMBER 27, 1995

SYMPHONY ISLES SUBDIVISION
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DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS

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**AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SYMPHONY ISLES SUBDIVISION**

AS OF SEPTEMBER 27, 1995

PREAMBLE

This is a restatement of the Amended and Restated Declaration of Covenants, Restrictions and Easements ("Master Declaration") pertaining to the real property in Hillsborough County, Florida, platted as Symphony Isles Unit One (Plat Book 54, Page 41), Symphony Isles Unit Two (Plat Book 54, Page 50), Symphony Isles Unit Four (Plat Book 59, Page 19), and Symphony Isles Unit Five (Plat Book 61, Page 15), Public Records of Hillsborough County, Florida (hereinafter the "Property"), as amended through and including September 27, 1995. The Property is more particularly described in Exhibit "A" attached hereto. The Property is or may be subject to covenants, restrictions and easements (the "earlier covenants"), set forth in instruments recorded in Official Records Book 4212, Page 58; Official Records Book 4521, Page 1490; Official Records Book 4806, Page 40; Official Records Book 5052, Page 1165; Official Records Book 5360, Page 1124; Official Records Book 5443, Page 918 (which was rerecorded in Official Records Book 6215, Page 758); Official Records Book 5791, Page 1460; Official Records Book 7317, Page 703; Official Records Book 7568, Page 1466; and official Records Book 7932, Page 103, Public Records of Hillsborough County, Florida, but the reference herein to any of the recorded instruments does not in any way ratify, reimpose, or extend the earlier covenants, except to the extent the earlier covenants are amended and restated by this Master Declaration.

ARTICLE I

Definitions

The following words when used in this Master Declaration, or any supplemental declaration recorded in accordance with the provisions hereof, shall have the following meanings:

1.1 "Adjacent Property" shall mean and refer to the real property described in Exhibit "B" attached hereto, as to which the provisions hereof may be extended as hereinafter provided.

1.2 "Architectural Committee" shall mean and refer to the standing committee of the Master Association with powers and duties as hereinafter provided.

1.3 "Area of Common Responsibility" shall mean and refer to the Common Areas, as hereinafter defined, together with those areas and improvements, if any, upon a Lot, the maintenance, repair or replacement of which shall be the responsibility of the Master Association as hereinafter provided.

1.4 "Board" or "Board of Directors" shall mean the Board of Directors of Symphony Isles Master Association, Inc.

1.5 "Common Area" shall mean all real and personal property now or hereafter owned by the Master Association for the common use and enjoyment of the Homeowners, including, without limitation all roads, numbered lots, and all areas within Symphony Isles Subdivision which are not designated as numbered lots on a recorded subdivision plat of a Unit of Symphony Isles Subdivision, except Lot H as shown on the Plat of Unit One.

1.6 "Homeowners" or "Members" or "Lot Owners" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title or beneficial use of any Lot situated within Symphony Isles Subdivision, but shall not include mortgagees unless the mortgagee has acquired title by foreclosure or deed in lieu of foreclosure.

1.7 "Lot" shall mean and include each parcel of land duly recorded and identified by plat of the Subdivision or described by metes and bounds intended or designed for the construction of private dwelling units, attached or detached. Effective as of the date of this amendment, any parcel of land as identified herein that has been divided into a parcel or parcels too small to accommodate a private dwelling unit, but which is contiguous to and landscaped as part of an accompanying Lot with a residence constructed thereon, or which has been built upon in connection with the residence, shall be referred to as part of the Lot to which it is annexed and shall be subject to all the covenants regarding Lots except that this area shall not be subject to a separate assessment except as hereafter provided. Any parcel so annexed must be landscaped as approved by the Architectural Committee. Any Lots presently existing which have been combined together, in full or in part, consistent with this provision, so as to provide a single homesite, shall hereafter be treated as a single Lot for assessment purposes. After the effective date of this provision, any Lots which are combined into a single homesite, in accordance with applicable state and municipal platting requirements, shall be treated as two (2) separate Lots for purposes of governance by these Restrictions including a requirement for payment of two (2) full assessments related thereto regardless of the fact of their being combined into a single homesite. If a Partial Lot is hereafter utilized for a single residential homesite as herein provided, the partial lot assessment shall be proportionate to the size of the lots, being utilized, with a full lot's assessment payable by the owners of the divided

lot proportionately to their ownership, in addition to payment for a full lot's assessment on the lot to which it is annexed. It is the intention of this provision that as of the effective date of this provision, all lots hereafter combined with another shall bear an assessment based upon its proportionate size between the owners of the divided lot. Any owner who has two (2) contiguous Lots as of the effective date of this provision, where one of the contiguous Lots has been improved with a residence, and with the other Lot unimproved, may make an election, on or before December 31, 1994, to treat the combined Lots as a single Lot consistent with this provision, by recording a document upon the Public Records of Hillsborough County, Florida, which shall irrevocably prohibit construction on the unimproved lot, to be binding upon the owner, and its heirs, successors or assigns. Until such time as any such document is recorded, or after December 31, 1994, where not so recorded, the Lots shall be treated separately for purposes of restrictions and payment of two (2) full assessments related thereto.

1.8 "Master Association" shall mean Symphony Isles Master Association, Inc.

1.9 "Master Declaration" means this instrument, as it may be supplemented and amended from time to time.

1.10 "Member in Good Standing" shall mean a Homeowner or Member who is current in payment of Master Association assessments as defined and determined by the Board of Directors.

1.11 "Roads" means those private, nondedicated streets or rights-of-way and parking areas situate on the properties from time to time owned by the Master Association for the common use as a means of ingress and egress for all Homeowners, including those lands described in Exhibit "D" attached hereto and made a part hereof and any additional property that may be designated as "Roads" in any Supplemental Declaration.

1.12 "Single Family Homes Section" shall mean that portion of the Property upon which is constructed or is designated to be constructed, detached single-family and zero lot line single-family residences and which are specifically subject to Article VI of this Master Declaration and any applicable Supplemental Declaration, which portion is more particularly described in Exhibit "E" attached hereto and incorporated by reference herein.

1.13 "Supplemental Declaration" shall mean any declaration of covenants, conditions, restrictions, or easements which may be recorded by the Master Association for the purpose of supplementing or amending this Master Declaration, for the purpose of declaring certain portions of the Property as Common Areas, or for the purpose of extending the provisions of this Master Declaration to any property hereafter acquired by the Master Association.

1.14 "Symphony Isles Subdivision" or "Subdivision" shall mean and refer to the Property and any additional property which is hereafter subjected to this Master Declaration and any Supplemental Declaration as hereinafter provided.

1.15 "Townhouse Section" shall mean that portion of the Property upon which is constructed or to be constructed and sold, attached single-family residences, and which are specifically subject to Article VII of this Master Declaration and any applicable Supplemental Declaration, which portions are more particularly described in Exhibit "F" attached hereto and incorporated by reference herein.

1.16 "Unit" shall mean a portion of the Subdivision established as a unit by the recording of a plat of such portion of the Property or any additional property hereafter acquired by the Master Association and subjected to this Master Declaration.

ARTICLE II

Homeowner's Rights

2.1 Title and Rights. Each Homeowner shall have all rights and title of a fee simple owner of real property with respect to any Lot owned and may exercise full proprietary interest therein, subject only to the covenants and restrictions contained in this Master Declaration, applicable law, and any other conditions voluntarily contracted, including all easements, reciprocal easement agreements, amendments and supplements to the Master Declaration, as well as provisions of the Master Association's Articles of Incorporation and By-Laws.

2.2 Common Area Rights. Each Homeowner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Master Association to charge reasonable user fees for the use of any facility constructed upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Master Association to suspend the user rights to facilities of any Homeowner who is not a Member or who is otherwise in violation of this Master Declaration or the Rules and Regulations of the Master Association. Notwithstanding any other provision of this Paragraph, Paragraph 2.4, Paragraph 2.5, or any other part of this Declaration, the Association shall not have the power to suspend or impair any of the easements over the Roads in the Subdivision, which easements are intended to be permanent rights in real property appurtenant to each Lot.

(c) The right of the Master Association to grant easements in and to the Common Area for utility and cable television services and other public uses which benefit the subdivision as a whole.

(d) The right of the Master Association in accordance with its Articles of Incorporation, By-Laws, and this Master Declaration, to borrow money for the purpose of improving the Common Area or acquiring additional Common Areas or for construction, repairing or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Area except the Roads, provided further that the lien and encumbrance of any such mortgage shall be subordinate to the rights of the Homeowners under this Master Declaration.

(e) The right of the Master Association to dedicate or transfer, for valuable consideration, all or any portion of the Common Area for such purposes deemed by the Board of Directors, subject to the provisions of Article V of the By-Laws, to be in the best interest of the Subdivision as a whole.

(f) Access afforded to police, fire and other public vehicles.

2.3 Access. The Subdivision is a private subdivision and access to the Subdivision shall be controlled at the intersection of Symphony Isles Boulevard and Flamingo Drive. Each Homeowner shall have the right to ingress and egress over and across the Common Area necessary for access to the Homeowner's Lot and shall have the right to lateral support for the Homeowner's Lot. Rights of ingress and egress shall consist of a right of access by each Homeowner to his own Lot and to all other Lots in the Subdivision (including future additions thereto). It is the intent hereof that every Homeowner and all members of the Homeowner's household, as well as the Homeowner's licensees and invitees, shall have the full use of the Roads, subject only to reasonable security and safety precautions imposed by the Master Association.

2.4 Guests and Invitees. Each Homeowner, subject to the restrictions of the Master Association By-Laws, may reasonably delegate his right to use and enjoy the Common Area facilities to family members, adult overnight house guests and tenants. Day guests and business invitees may use the Common Area Facilities when accompanied by a Homeowner or tenant. The Master Association's right, pursuant to its By-Laws, to restrict the Homeowner's right to enjoy the facilities in the Common Areas is subject to the provisions of Articles VI and VII; furthermore, the Master Association may not unreasonably restrict the use of easements in the Common Areas for utility purposes; nevertheless, the Master Association shall have the right to impose reasonable security and safety precautions in the interest of the Homeowners.

2.5 Limitations Upon Use of Common Area. No Homeowner may plant, garden, or erect or maintain fences, hedges, walls or other improvements upon the Common Area except those improvements approved by the Architectural Committee. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and the facilities thereon. These regulations shall be binding upon each Homeowner, and the Master Association may impose reasonable monetary fines and other sanctions for violation of the rules, which may be collected by lien and foreclosure as provided hereinafter.

2.6 Additions to Subdivision. The Master Association may, from time to time, acquire additional properties and extend the scheme of this Master Declaration to such properties, or portions thereof, to be developed as additional phases of Symphony Isles Subdivision. As additional phases are developed, such phases shall be additional properties within the jurisdiction of the Master Association entitled to the benefit of the easements granted herein and subject to the restrictions and assessments set out herein. The additions shall be made by filing of record one or more Supplementary Declarations with respect to the properties to be subject to this Master Declaration. A new supplementary filing shall extend the jurisdiction of the Master Association to the additional Homeowners and thereby shall subject the additional property to common area easements and assessments for its just share of the Master Association's expenses. Each Supplementary Declaration may contain complementary additions and modifications of this Master Declaration to reflect the different character, if any, of the dedicated properties; provided, however, that such Supplemental Declaration shall not revoke or otherwise amend this Master Declaration as it applies to the existing Property. Additional lands not acquired or owned by the Master Association may be brought into the jurisdiction of the Master Association by a supplementary filing as provided herein and subject to all the conditions set forth herein.

ARTICLE III

Membership In Master Association

3.1 Membership. Every Homeowner shall be a Member of the Master Association. Membership by Homeowners shall be acquired by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument establishing record title to a Lot, the owner designated by such instrument thus becoming a member of the Master Association, and the membership of the prior owner being thereby terminated. A Homeowner of more than one Lot is entitled to one membership for each Lot owned; provided, however, that when more than one lot is combined for use as a single homesite, consistent with the provisions of Section 1.7 of this Declaration, the combined lot will be treated as a single Lot for purposes of membership, voting, and assessments, unless the owner of the

combined Lot is paying an additional proportionate assessment relating to the partial lot annexed into the homesite consistent with said provision, in which case, voting and membership rights shall proportionately increase in like amount. When any Lot is owned of record in joint or multiple tenancy, the multiple Homeowner shall designate a representative to be the Member. If no representative is designated by the Homeowners, the Board of Directors may select one of the Homeowners of record or person exercising beneficial use of the Lot to be the representative of the Lot. Membership in the Master Association shall not be assignable, except to the successors in title or interest of the Homeowner, and the membership of the Homeowner in the Master Association shall be appurtenant to and may not be separated from his Lot.

3.2 Voting. Every Member shall be entitled to one (1) vote per membership on all matters on which the Membership of the Master Association shall be entitled to vote.

ARTICLE IV

Rights and obligations of the Master Association

4.1 Powers. The Master Association shall have such general powers as are necessary to perform the obligations and duties set out in this Master Declaration, including, but not limited to: the power to buy, hold and convey real property, and tangible and intangible personal property; to borrow money; to enter into contracts; to adopt rules and regulations for the general wellbeing of the Subdivision; to penalize delinquent members; and to obtain and maintain such policies of insurance as required by this Master Declaration, and such other policies as the Board deems necessary and desirable for the protection of the Master Association and its Members. The Master Association may maintain a working capital and contingency fund and pay taxes and other obligations of the Master Association and may segregate funds to maintain reserve, trust, or escrow amounts for the Members to accumulate and preserve funds for anticipated improvements.

4.2 Common Areas. Subject to the rights of the Homeowners set forth in this Master Declaration or any Supplemental Declaration, the Master Association has exclusive management and control of the Common Areas, their improvements and vegetation, and all related furnishings, fixtures, equipment, and other personal property. The Master Association shall keep the foregoing in good, clean, substantial, attractive, sanitary, and serviceable condition, order, and repair. The Master Association's duties with respect to the Common Areas include the management, operation, maintenance, repair, servicing, insurance, replacement, and renewal of all improvements, equipment, and personal property installed thereon.

4.3 Waterfront Protection. Prior to the commencement of construction of a residence or a Building on a Lot or group of Lots, (except on Beachfront lots, and those Lots where no seawalls are permitted by government regulations) appropriate seawalls shall be constructed to preserve and protect the Lot or group of Lots from waterfront erosion. The type, location and design of the seawall are subject to approval by the Architectural Committee and applicable regulatory agencies. In the event the Board of Directors determines that any Homeowner has failed or refused to discharge properly his obligation with respect to preserving or protecting his waterfront, the Master Association shall give said Homeowner written notice of the Master Association's intent to provide the necessary protective or preservation measures at said Homeowner's sole cost and expense, which notice shall set forth with particularity the protection or preservation measures deemed necessary. The Homeowner shall have 30 days from the receipt of the notice mailed to Homeowner by Certified United States Mail, return receipt requested, to complete the protective or preservation measures, or appear before the Board of Directors to contest its determination. If the Homeowner fails in this obligation, the Master Association may provide such measures at said Homeowner's cost, and the cost shall be added to and become part of the assessment for which the Homeowner is responsible and shall become a lien against the Lot of the Homeowner, enforceable by the Master Association, plus all costs of collection including a reasonable attorney's fee. Accordingly, an easement is hereby granted to the Master Association over, under and across all Lots for the purpose of accomplishing the protective or preservation measures above described.

To enhance and protect the waterfront, the purchaser of a Lot (except Unit V beachfront lots) subsequent to September 30, 1993 shall within 60 days from purchase, apply to the Architectural Committee, and with any appropriate regulatory authorities, as may be required, for a permit to install a seawall on such acquired Lot. The construction of the seawall shall be completed within 60 days from receipt of approval from the Architectural Committee, or from the granting of the permit by the appropriate regulatory authorities, if required, whichever is later in time.

4.4 Services. The Master Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Master Association determines are necessary or desirable for the proper operation of the Common Areas, whether such personnel are furnished or employed directly by the Master Association or by any person with whom it contracts. Without limitation, the Master Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Areas or the enforcement of this Master Declaration, any Supplemental Declaration, or its Articles, By-Laws, rules and regulations, and may contract with others to furnish Road maintenance, and for the

further furnishing of labor, services or materials to the Common Areas.

4.5 Security. The Master Association shall take all reasonable precautionary security measures to protect the Homeowners' and the Homeowners' interests in the Common Areas, the beach areas, and the canals and waterways. There shall be an entrance area (with integral administrative, maintenance and security offices and gatehouse located at the entrance to Symphony Isles Subdivision, and the Master Association shall have the responsibility to maintain this entrance area and gatehouse. The gatehouse security shall serve to screen any and all visitors to Symphony Isles Subdivision and shall provide a system to notify resident Homeowners of the arrival of visitors. The Master Association will provide for land and water patrols by security personnel.

4.6 Road Maintenance. The Master Association is required and authorized to perform all activities and services with respect to the Roads that (i) are not prohibited by law; (ii) are required by law; and (ii) are necessary, convenient, or desirable for the purpose of maintaining the Roads in good condition, order, and repair. The Master Association has all rights, powers, and privileges necessary, convenient, or desirable to perform such Road maintenance, and to enforce reimbursement of its costs from any person legally obligated for all or any portion thereof, whether by law, private contract, or whatever.

4.7 Enforcement. The Master Association may enforce the provisions of this Master Declaration by appropriate means, including, without limitation, the expenditure of funds of the Master Association, the employment of legal counsel, the commencement of legal actions, the promulgation of Master Association rules (including rules relating to parking on the streets, common property and vacant lots, and relating to the speed of vehicles on roadways within the subdivision), and the levying of fines of up to ten dollars (\$10.00) per day or occurrence. Any judgment levied by appropriate authority, or fine levied by the Board, together with costs and attorney's fees incurred in enforcing and collection of such judgment or fine, shall constitute a lien that may be foreclosed like any other assessment described in Article V hereof.

4.8 Utilities. The Master Association may obtain all water, gas, electric services and refuse collections for the Common Areas and Areas of Common Responsibility. It may provide a central irrigation water system. The Master Association has the right to use the utility right-of-way for the purposes of supplying utility type services to the Members or the Common Areas. Such service shall be installed underground in the right-of-way whenever possible.

4.9 Easement. The Master Association may grant easements when necessary for utilities and sewer services over the Common Areas and any portion thereof to serve the Subdivision and any portion thereof. The Master Association has for the purposes of enforcement as stated in Section 4.7 an easement over any and all lots and any portion thereof.

4.10 Damage to Common Area. In the event the Board of Directors determines that any Homeowner has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which a Homeowner is responsible, or finds that any Homeowner or his guest is responsible for damage to a Common Area that is not covered by insurance, the Master Association shall give said Homeowner written notice by Certified United States Mail, return receipt requested, of the Master Association's intent to provide the necessary maintenance, repair or replacement at said Homeowner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Homeowner shall have 30 days from the receipt of such notice to complete the maintenance, repair or replacement, or appear before the Board of Directors to contest its determination. If the Homeowner fails in this Obligation, the Master Association may provide such maintenance, repair and replacement at said Homeowner's sole cost and expense, and the cost shall be an Assessment as defined in 5.1(C) herein for which the Homeowner is responsible and shall become a lien against the Lot, enforceable by the Master Association, plus all costs of collection including reasonable attorneys' fee. Accordingly, an easement is hereby granted to the Master Association over, across and under all Lots for the purposes of accomplishing the repairs, maintenance, replacement or any other work necessary to enforce the provisions of this Paragraph.

4.11 Reserve Fund. The Master Association shall establish and maintain a reserve fund. Such funds may be utilized for the benefit of the Association as determined by the Board of Directors or Members as set forth in the Bylaws. Such fund shall be funded from the proceeds of the Annual Master Assessment. Funds arising from the excess of receipts over expenditures shall automatically be considered reserve funds unless designated otherwise by the Board of Directors. Such reserve funds may be included with the regular funds of the Association and need not be maintained in a separate deposit account.

4.12 Remedies. Notwithstanding any other provision of this Master Declaration, the duties of the Master Association with respect to levying assessments sufficient to perform its duties and the duty of the Master Association to provide maintenance of the Common Areas and Areas of Common Responsibility and also to provide security and to enforce the provisions of this Master Declaration and of its Articles of Incorporation and By-Laws and to enforce any

other duties devolving upon it by law or contract, are mandatory contractual duties which shall be specifically enforceable by injunction and by other remedies in legal proceedings which may be brought by any Homeowner.

ARTICLE V

Master Association Assessments

5.1 Assessments Established. For each Lot or Partial Lot owned within the Property, each Homeowner of any Lot or Partial Lot by acceptance of deed to such Lot or Partial Lot, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Master Association:

(a) An Annual Master Assessment, as may be amended from time to time, as defined in Paragraph 5.3 of this Article;

(b) Special Assessments, as defined in Paragraph 5.4 of this Article;

(c) Other Assessments against a particular Lot that are established pursuant to any provision of this Master Declaration, or applicable Supplemental Declaration, as provided in Paragraph 5.5 of this Article;

(d) Special Townhouse Assessments, as defined in Paragraph 7.8 of Article VII;

(e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established under this Article;

(f) Late fees assessed at the rate of \$10.00 per month per lot for the first and second months an assessment is delinquent; and

(g) Interest, commencing the first day of the next calendar quarter after an assessment becomes delinquent, accruing at the rate of eighteen percent (18%) per annum, with interest compounded monthly, on any past due and unpaid assessment, tax or late fee.

(h) All assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot properly annexed hereafter in accordance with Section 1.7 of this Declaration, against which each assessment is made as provided in Paragraph 5.7 of this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person who was the owner of such Lot,

properly annexed hereafter in accordance with Section 1.7 of this Declaration, when such assessment fell due. Such personal obligation for delinquent assessments will not pass to an owner's successor in title unless expressly assumed in writing. Upon demand, the Master Association will furnish to any owner a certificate setting forth whether any Assessments, fines or delinquent fees against a specific Lot have been paid and, if not, the unpaid balance. This information will also be available to prospective purchasers of a Lot(s) with respect to such Lot(s).

5.2 Purpose of Assessments. The assessments levied by the Master Association must be used exclusively to promote the recreation, safety, security, and welfare of the members and residents within the Subdivision and for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the Common Areas, including, but not limited to, Roads, Canals, Landscaping, and Real Property maintenance and security. To effect the foregoing, the Master Association may levy an annual general master assessment to provide and be used for the creation of reserves and for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Areas, including the payment of taxes, assessments, and insurance on the Common Areas, and the costs of labor, equipment, materials, management, and supervision, payment of principal and interest on authorized indebtedness, and all other general activities and expenses of the Master Association. The foregoing assessment is referred to hereinafter as the "Annual Master Assessment".

5.3 Annual Master Assessment. The amount of the Annual Master Assessment shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period, which must coincide with the Master Association's fiscal year. Written notice shall be given to every owner; but the failure to receive such notice does not invalidate any otherwise valid assessment. Distribution of the proposed annual operating budget to each Member, which budget clearly sets forth the proposed annual assessment shall constitute written notice. In the absence of valid action by the Board of Directors to the contrary prior to the commencement of any fiscal year, the Annual Master Assessment then in effect automatically will continue for the ensuing fiscal year. The Annual Master Assessment may be payable in such installments, with or without interest, as the Board of Directors determines; but, if payable in installments, it shall be prepayable in whole at any time or times during the applicable assessment period. In the event in any fiscal year the Annual Master Assessment proves to be insufficient to defray operating expenses, the Board of Directors may amend the Annual Master Assessment and levy an additional shortfall assessment only for the purpose of defraying, in whole or in part, such expenses.

5.4 Special Assessments. In addition to the Annual Master Assessment, the Master Association may levy in any fiscal year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas, including related fixtures and personal property. Any such assessment shall be approved by a majority of members voting at a duly convened meeting of the Members with a requirement that such approval shall be by no less than 40% of the Members as of the date of the meeting.

5.5 Other Assessments. Any and all accrued, liquidated indebtedness of any Homeowner to the Master Association arising under any provision of this Master Declaration, or any applicable Supplemental Declaration, including any indemnity, or by contract express or implied, or because of any act or omission of any Homeowner or of any Homeowner's family or household members, or tenants, and their guests and invitees, also may be assessed by the Master Association against such Homeowner's Lot after such Homeowner fails to pay it when due and such default continues for thirty (30) days after written demand therefor.

5.6 Uniformity of Assessments. The Annual Master Assessment and any Special Assessment shall be uniform throughout the property hereby made subject to this Master Declaration or made subject to this Master Declaration by the filing of a Supplemental Declaration.

5.7 Lien for Assessment. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Master Association. Such lien is subject and inferior to the lien for all sums validly secured by any first mortgage encumbering such Lot. Except for liens for all sums validly secured by any such first mortgage, all other lienors acquiring liens on any Lot after this Master Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Paragraph, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Master Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, except a first mortgagee, of the existence of the Master Association's lien, and its priority, and will place upon them the duty to determine the status of assessments against any Lot subject to assessment. The Master Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such Notice of Lien will affect the existence or priority of the Master Association's lien.

5.8 Remedies of the Master Association. The Master Association may bring an action at law against any Homeowner personally obligated to pay any delinquent assessment, or foreclose its lien against such Homeowner's Lot, or do both, after giving the Homeowner fifteen (15) days written notice of the Master Association's intent to so proceed. No Homeowner may waive or otherwise escape liability for the Master Association's assessments by non-use of the Common Areas or by abandonment of such Homeowner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Master Association's lien, or its priority.

5.9 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Homeowner shall pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Homeowner also shall pay to the Master Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Homeowner's title is divested by foreclosure. The Master Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its owner. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Homeowner for such deficiency.

5.10 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any first mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to the valid foreclosure of any first mortgage or any voluntary conveyance or other proceeding in lieu of such foreclosure, extinguishes the assessment lien as to payments that become due prior to such sale or transfer, without prejudice to the Master Association's right to collect such delinquent amounts by suit against any Homeowner personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the lien. The Master Association will give any inferior encumbrancer thirty (30) days in which to cure delinquent assessments before instituting foreclosure proceedings against the Lot; provided such encumbrancer first has furnished the Master Association with written notice of the encumbrance, designating the Lot encumbered by a proper legal description and stating the address to which notices will be given. Any encumbrancer holding a lien on a Lot may pay, but is not

required to pay, any amounts secured by the lien established by these Articles; and, upon such payment, such encumbrancer will be subrogated to all rights of the Master Association with respect to such lien, including priority.

5.11 Homesteads. By acceptance of a deed to any Lot, each Homeowner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Master Association's lien has priority over any such homestead.

5.12 Exempt Property. Notwithstanding any provision of this Article to the contrary, any Lots from time to time owned by the Master Association, whether acquired by foreclosure of the Master Association's lien or otherwise, will be exempt from the assessments established by this Article for the period of such ownership.

ARTICLE VI

Easements and Restrictions - Single Family Homes section

6.1 Applicability. All Homeowners owning a Lot or Partial Lot constituting a part of the Single Family Homes Section shall be subject to the provisions of this Article VI. In the event of conflict with other Articles in this Master Declaration, the restrictions in this Article VI shall control.

6.2 Single Family Residential Use. Only single-family dwellings and related structures shall be erected, constructed, altered or permitted to remain on Lots and Partial Lots constituting a part of the Single Family Homes Section. The dwelling shall not exceed 40 feet in height from curb of street in front of structure to highest peak for beachfront dwellings, and 35 feet for all other dwellings, excluding chimneys. Included in or attached to each dwelling shall be a private garage for at least two cars. The garage shall conform architecturally with the dwelling. All dwellings shall be of new on-site construction. The following minimum square footage requirements shall apply to dwellings constructed, erected, altered or placed on Lots and Partial Lots in the Single Family Homes Section (the square footage minimum refers to heated/cooled living space within the dwelling and does not include open or screened porches, garages, and similar portions of the dwelling):

Unit I - 2,100 square feet, except for Tracts 4, 5 and 6, Block One, and Tracts 4 and 5 and Lot 3, Block Two, which shall have a minimum square footage requirement of 1,800 square feet.

Unit II - 2,100 square feet, except for Lots 31-48, Block 2, and Lots 19-39, Block 3, which shall have a minimum square footage requirement of 2,500 square feet.

Unit IV - 2,100 square feet.

Unit V - 3,500 square feet.

The following additional covenants and restrictions shall apply to any dwelling in the Single Family Homes Section:

(a) No dwelling or other structure shall contain exposed pilings and all ground floors shall be enclosed by solid appearing construction. All raised decks at the rear of the dwelling shall be enclosed on all sides from the deck to the ground by lattice or other material approved by the Architectural Committee.

(b) All outside equipment, including, without limitation, air conditioning units, heat pumps, well pumps, pool pumps, tanks, garbage containers and similar items shall be properly screened by permanent construction as approved by the Architectural Committee.

(c) No structures of any kind, including, without limitation, storage sheds, screened out-buildings, gazebos, swing sets, gym sets, slides, basketball poles, etc., shall be permitted without the prior express written approval of the Architectural Committee. The Architectural Committee shall establish standards for erection and removal of temporary structures.

(d) All dwellings and related approved structures shall be constructed with tile roofs.

(e) All landscaping plans, including fences and hedges, must receive prior written approval from the Architectural Committee before implementation. No fencing shall be permitted within the front yard area on any Lot or along the front property line of any Lot. No fence located in or along the side or rear yard of any Lot may have a height that exceeds six feet (four feet in Unit V beach lots). All fencing materials used on any Lot within the Single Family Homes Section must be substantial and conform substantially with those utilized on adjoining Lots within the Single Family Homes Section.

(f) All maintenance and protection of mangroves and other natural vegetation shall meet the approval of the appropriate regulatory agencies.

(g) No fence, wall, tree, hedge, shrub or structure may be placed, maintained or permitted to remain in such a manner as to obstruct sight lines for vehicular traffic at intersections.

(h) In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as possible. No excavation, fill or clear cutting of trees shall be performed in violation of law, or of this Master Declaration.

Notwithstanding the foregoing, the design of all new buildings and related structures, any modifications to existing buildings and structures, and other improvements in the Single Family Homes Section shall be subject to the approval of the Architectural Committee as provided in Article VIII.

6.3 Setbacks. The following front, side and rear setback requirements shall apply to all buildings and related structures:

(1) Front Setback

a) Zero Lot Line Homes and Homes Fronting on Symphony Isles Boulevard and Symphony Beach Lane: 20 feet from front property line.

b) All Other Areas: 15 feet from front property line; except, that, the front door of garages facing the street and all floor levels above the grade floor of any structure shall be 20 feet from the front property line.

(2) Side Setback:

a) Zero Lot Line Homes: No setback requirement.

b) All Other Areas: 7 1/2 feet from side lot line.

(3) Rear Setback:

a) Zero Lot Line Homes: Aligned with existing zero lot line residences.

b) Beach Front Homes: In no event less than 15 feet from the rear property line; except, that, attached screened enclosures, swimming pools and decks may extend closer provided they are constructed no closer than 10 feet from the rear property line.

c) All Other Areas: 15 feet from seawall; except, that, attached screened enclosures, swimming pools and decks may extend closer provided they are constructed no closer than 10 feet from the seawall.

In no event shall front, side and rear setback requirements be less than those required by applicable law.

6.4 Lawful Use. No part of the Single Family Homes Section may be used for any purpose which would injure the reputation of the Subdivision, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

6.5 Commercial Use. None of the Lots shall be used primarily, or directly, for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single family residential use. However, nothing in this provision is intended to prohibit the use of an unoccupied model home as a sales office for the sale of real property within Symphony Isles.

6.6 Maintenance. All buildings and other structures within the Single Family Homes Section and each portion thereof shall at all times be well and properly maintained in good condition and repair by the respective Homeowner. All landscaping of every kind and character, including shrubs, trees, grass and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Homeowner thereof, in a neat and orderly condition and in a manner to enhance its appearance. To protect the integrity of the community, each owner of a vacant lot shall make arrangements to ensure that the landscaping and grounds of his or her Lot is properly cultivated and continuously maintained at the cost and expense of said Homeowner. If a third party contractor is used, the Homeowner shall promptly notify the Master Association in writing of the name of the contractor and how the contractor may be contacted.

6.7 Parcelizing. No Lot shall be divided so as to accommodate more than one single family dwelling per Lot, but a Lot may be combined with an adjacent Lot or Lots or with portions of adjacent Lots, only in accordance with Section 1.7 of this Declaration, in order to create a single family dwelling site larger than one Lot.

6.8 Roofs. No projections of any type, visible from adjacent properties, shall be placed or permitted to remain above the roof of the building without approval of the Architectural Committee. No outside television or radio pole or antenna or satellite dish or other electronic device shall be constructed, erected or maintained on any building nor on any property within the Single Family Homes Section or connected in such manner as to be visible from the outside of any building unless and until it has been approved in advance by the Architectural Committee.

6.9 Temporary Buildings and Building Materials.

(a) Temporary buildings for use and used for a reasonable time only for purposes incidental to the initial construction or major renovation or repair of dwellings on any property may be erected, maintained and used, provided that such erection, maintenance and use has been approved in advance by the Architectural Committee, and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work and issuance of a certificate of occupancy.

(b) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction and shall not be stored for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

6.10 Garages. Garages shall be used only for the purpose of parking automobiles, hobbies and storing a Homeowner's household goods and may not be converted into living space. Except for ingress or egress of vehicles or people, garage doors shall be closed.

6.11 Vehicles. Homeowners will normally and are expected to garage their personal vehicles. No trailer, trucks, pick-up trucks, boats or motor homes of any kind shall be parked overnight on any Lot, on any driveway, or on any street without the express written consent of the Board of Directors or unless located within a fully enclosed structure in a building located thereon and shielded from view. Passenger automobiles and vans, as hereafter defined, may be parked overnight in a driveway. Passenger automobiles and vans shall not be parked overnight on any street without the express written consent of the Board of Directors. Boats, trailers, motor homes, recreation vehicles, mobile homes, campers, and commercial vehicles shall not be parked overnight on any Lot, or on any street adjacent to any Lot, except that a recreational vehicle or motor home may be brought upon any Lot for a single visit for loading and unloading purposes only, but in no case may this period be for more than twenty-four (24) continuous hours. The following definitions shall apply for purposes of this section:

a) **"Passenger Automobiles"** means those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or mini-vans which do not exceed twenty (20) feet in length. It also means certain enclosed utility vehicles such as Ford Bronco, Chevrolet Blazer, Jeep Wagoneer, Range Rover, and similar vehicles, provided they are in a condition similar to that which existed when sold by the manufacturer, and specifically excluding any of the stated vehicles which have been modified by increasing their height, adding off-road tires, roll

bars, and similar apparatus unrelated to conventional passenger use of the vehicle.

b) **"Vans"** mean enclosed self-propelled motor vehicles, with side and rear windows, not otherwise herein described, and which do not exceed twenty (20) feet in length, which are used primarily as a passenger vehicle and not as a **"commercial vehicle"**, as that term is defined hereafter. Vans not described within this section, are specifically prohibited, however, conversion vans delivered by a dealer, which meet this criteria, shall be allowed.

c) **"Trucks and Pick-Up Trucks"** mean any motor vehicles not otherwise described herein as a permitted vehicle, including, without limitation, those manufactured and marketed as such.

d) **"Commercial Vehicles"** means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use, excluding cabinet or tool boxes on permitted vehicles.

e) **"Campers"** means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

f) **"Mobile homes"** means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections, which is manufactured, designed, marketed, or used as a permanent dwelling.

g) **"Motor homes" or "Recreation Vehicles"** mean any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities, shall be considered motor homes.

h) **"Boats"** means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

i) **"Trailers"** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

In addition to the aforesaid restrictions, no vehicle which is not currently licensed or cannot operate on its own power shall remain upon any Lot, or anywhere within the subdivision, for more

than seven (7) consecutive days, unless parked inside a garage. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida, or other state as the case may be. A vehicle which has not been moved from the same spot for twenty-one (21) consecutive days shall be presumed to be unable to operate on its own power.

Homeowners' motor vehicles, or those of their guests, invitees, or licensees, shall not extend over any sidewalk or to within eight (8) feet of any road when a sidewalk does not exist. Visitors traveling in a self-propelled recreational vehicle or with a trailer will store such vehicles on any storage area designated common property which may be available, for a period not to exceed seven (7) days, unless any additional period is approved by the Board of Directors or their designee. Such vehicles shall not be lived in during the course of the visitation period.

Notwithstanding the foregoing vehicle restrictions and parking regulations above-described, service vehicles may be temporarily parked in designated parking areas during the time they are actually servicing improvements upon any Lot, but in no event overnight except in the case of an emergency, and any of the motor vehicles, trailers, or other vehicles which are otherwise prohibited by virtue of these restrictions may be parked inside the garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to and from the property.

Additionally, vehicle maintenance is not permitted upon any Lot for periods in excess of three (3) consecutive days without approval by the Board of Directors or their designee, except that which is performed within a fully enclosed structure in a building located thereon and shielded from view.

No parking is allowed on streets within the subdivision except as specifically permitted by the Board of Directors.

6.12 Nuisance. Any activity which may constitute a nuisance or annoyance to neighboring Homeowners or which may violate any laws or ordinances is hereby strictly prohibited. Without limiting the generality of the foregoing, no loud playing of radios, phonographs, stereo equipment, loud speakers, television sets, musical instruments or other equipment shall be permitted at any time. If the Board of Directors, in its sole discretion, determines upon the complaint of any Lot Owner that any lot condition, boat, vehicle, object or animal constitutes a nuisance or detracts from the quality of the Subdivision, it may direct the Lot owner to remove or abate the nuisance within 48 hours of written notice of its determination of said nuisance. Thereafter, the Board of Directors has a right to take legal action, impose a

Ten Dollar (\$10.00) per day fine, plus costs and attorneys' fees incurred in enforcing this provision, which shall constitute a lien that may be foreclosed like any other assessment described in Article V hereof in the sole discretion of the Board of Directors. Each day of a continuing violation shall be deemed a separate violation under this provision. Additionally, the Master Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use the common areas and facilities during any period of violation. Fees (hereafter "Fines"), as hereinabove set forth, may be initiated or imposed by the Board against any member, or any tenant, guest, or invitee of a member, subject to the following provisions:

a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

c) Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

d) The Association may not suspend a member's voting rights.

6.13 Animals. A total number of three household pets (dogs, cats, birds, hamsters, etc.) shall be permitted, but not more than two (2) of any particular group. No pets may be kept, bred or raised for commercial purposes. Pets shall be kept under control at all times to avoid barking and other loud noises. The leash laws of Hillsborough County shall apply. HOMEOWNERS ARE REQUIRED TO CLEAN UP WASTE LEFT BY THEIR ANIMALS.

6.14 Signs. No real estate brokerage signs or "for sale" signs are permitted in the Subdivision. Identification signs containing the names and addresses of the Lot owner, and temporary signs during construction containing the name of the builder will be permitted in size and format to be approved in writing by the Architectural Committee. All of the signs, including special signs for model homes, shall only be permitted after approval in writing is given by the Architectural Committee upon such terms and

conditions as it may impose in its absolute discretion. The Architectural Committee has the right to enter any Lot in the Subdivision and confiscate any sign found to be in violation of this paragraph. Any signs that are confiscated shall be retained for the Lot owner and returned to the Lot owner upon request. The term "sign" or "signs" as used herein, shall include real estate related flags. Signs and flags describing an "open house", as permitted by the Architectural Committee under this paragraph, shall only be allowed when there is an agent or homeowner on premises, or only when advertised in a local newspaper, or similar publication. It is the intent of this paragraph to preclude owners from utilizing such signs or flags each time they are in residence.

6.15 Rubbish. No weeds, grass cuttings, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Single Family Homes Section, including, without limitation, all areas between the mean low water line and the mean high water line of any Lot, if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers enclosed or fenced so as not to be visible from any neighboring property or street. Bundled trash may be set out for a reasonable period of time before scheduled trash pick-up times.

6.16 Clotheslines. Clotheslines are not permitted unless they are temporary, moveable and completely hidden from the view of persons off the Lot. Such clotheslines shall be removed when not actually in use.

6.17 Mail. No individual street or house mailboxes shall be permitted in the Subdivision. The Master Association or the U.S. Postal Service shall provide area locations for mail receptacles throughout the Subdivision.

6.18 Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Architectural Committee.

6.19 Electrical Installations. All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with the specifications of Hillsborough County, or its successors or assigns, for such installations.

6.20 Damaged and Incomplete Structures; Disrepair. The erection of a new dwelling, the modification of an existing structure, or the repair of any damaged dwelling or structure on any Lot shall be completed without unreasonable delay. Should the Homeowner leave a dwelling or structure in an incomplete condition or in a state of disrepair for a period of more than six months,

the Master Association after reasonable notice to such Homeowner by registered mail, giving the Homeowner an opportunity to be heard, may remove the dwelling or structure from the premises, or complete and repair it in a manner deemed proper by the Architectural Committee. In either event, the expense so incurred shall be a lien against the Lot enforceable in the same manner as other liens. Accordingly, an easement is hereby granted to the Master Association over and across each Lot in the Single Family Homes Section for the purposes of accomplishing the removal, completion, repair or any other work necessary to enforce the provisions of this paragraph.

6.21 Use and Protection of Canals.

(a) Use of the canals in the Subdivision is limited to Homeowners and their families and guests, except as provided by applicable law. Private ownership of subsurface lands is subject to this right of use.

(b) No structure of any nature may be constructed, installed, or permitted to remain in, on, or over the canals except such docks and piers as may be permitted by law and the Architectural Committee.

(c) Residents may allow visitors' boats to be tied up to their dock. Under no circumstances shall boats be lived in while docked in Symphony Isles.

6.22 Swimming Pools. Swimming pools, to include retaining walls, pool decks and screened enclosures, shall not be located within ten (10) feet of any rear Lot line, border of any bank fronting on any canal, or seawall (except for zero lot line homes for which such restrictions do not apply). All pools and screened enclosures shall be approved by the Architectural Committee, must be situated entirely within the rear yard area of any Lot unless a different location is authorized in writing by the Architectural Committee, must comply with all requirements imposed by law, and must not encroach onto any utility or other easements. No "above ground" freestanding swimming pools are to be constructed.

6.23 Sprinkling Systems. All Lots, including combined Lots in accordance with Section 1.7 of this Declaration, upon which a dwelling unit has been constructed must have 100% underground sprinkling coverage in operable condition.

6.24 Utility Easements. Easements for installation and maintenance of utilities, for ingress and egress to such utilities, and for drainage, are reserved as shown on the recorded subdivision plat of the Single Family Homes Section. Within these easements, no structure, fence, planting, or other material may be placed or permitted to remain that may damage or interfere with the installation and maintenance of, or access to, utilities. The

easement area on any Lot within the Single Family Homes Section, and all improvements within it, shall be maintained continuously by the Homeowner of such Lot, except for those improvements maintained by a public or private authority or utility.

6.25 Drainage. All Lots within the Single Family Homes Section are burdened with reciprocal, mutual easements for drainage or surface waters as shown on the subdivision plat or plats of the Single Family Homes Section. No Homeowner may excavate, fill, or otherwise alter such Homeowner's Lot in any manner that alters the drainage patterns established prior to the adoption hereof as part of the development of the Property. Without limitation, no Homeowner shall cause or permit the obstruction, alteration, or modification of the original drainage pattern of any Lot within the Single Family Homes Section as established prior to the adoption hereof as part of the development of the Property. The restrictions above include any alteration or modification to drainage swales, culverts, trenches, devices, or facilities that have been constructed or installed on any Lot for storm drainage purposes. Prohibited alterations or modifications of drainage patterns include but are not limited to the erection of fences, planting of trees or shrubs, landscaping, laying of sod, removal of soil, placing of fill, alteration of surface elevation, regrading of surfaces, filling of culverts, channeling, placing holes or ditches, or any other act. Drainage plans for each Lot must be approved by the Architectural Committee prior to the commencement of home construction.

6.26 Lot Alterations. No Homeowner shall cause or permit any earth or other material to be excavated or removed from any Lot within the Single Family Homes Section for sale or for other commercial purposes, and no change in the elevation of the surface of any Lot shall be permitted, without the prior written consent of the Architectural Committee.

ARTICLE VII

Easements and Restrictions - Townhouse Section

7.1 Townhouse Owners. All Homeowners owning a Lot constituting a part of the Townhouse Section shall be subject to the provisions of this Article VII. In the event of conflict with other Articles in this Master Declaration, the restrictions in this Article VII shall control.

7.2 Townhouse Definition. Attached single-family residences, with courtyards ("**Courtyards**"), have been constructed on Tracts 13, inclusive, Block 1, Symphony Isles Unit One; and on Tracts 1 and 2, Block 2, Symphony Isles Unit One (the "**Townhouse Section**"). The living space which is under roof, plus the Courtyard, are hereinafter collectively referred to as a "**Townhouse**". The term "**Building**" is used to describe a single structure containing the

interior living area (the enclosed and roofed portions) of one or more Townhouses.

7.3 Lawful Use. No part of the Townhouse Section may be used for any purpose tending to injure the reputation of the Subdivision, nor to disturb the neighborhood, nor occupants of adjoining property within the subdivision, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

7.4 Commercial Use. None of the Lots shall be used primarily or directly, for any business, commercial manufacturing, mercantile, storing, vending or any other purpose incompatible with single family residential use. However, nothing in this provision is intended to prohibit the use of an unoccupied model home as a sales office for the sale of real property within Symphony Isles and the conduct of other business incidental thereto, provided the intended use is approved in writing by the Board of Directors.

7.5 Maintenance. Each Lot and portions thereof shall be well and properly maintained in good condition and repair by the Homeowner. All landscaping, including grass, trees, shrubs, and other plantings on each Lot shall be neatly trimmed, properly cultivated and continuously maintained by the member except for those services enumerated in section 7.8.

7.6 Common Stairways. Some buildings may have common stairs and walkways which will serve two adjoining Townhouses and be partially located on each of the adjoining Lots on which the respective Townhouse is constructed. A reciprocal easement is reserved for the joint use of the adjoining Homeowners, their family members, guests and lessees, and said easement shall run with the land and be permanent so long as the buildings, and any replacements thereof following a casualty, shall exist.

7.7 Restrictions.

(a) No landscaping, additions, improvements or modifications shall be placed or permitted outside the walls of the Townhouse or within the Courtyard except as approved in advance in writing by the Architectural Committee. No structures of any kind, including, without limitation, storage sheds, screened outbuildings, gazebos, swing sets, gym sets, slides, basketball poles, etc., shall be permitted without the prior express written approval of the Architectural Committee. The Architectural Committee shall establish standards for erection and removal of temporary structures.

(b) No porch or balcony shall be enclosed or modified without the prior written approval of the Architectural Committee and adjoining Lot Owners. Clotheslines are not permitted unless they are temporary, portable and completely hidden from the view of

persons off the Lot. Such clotheslines shall be removed when not actually in use. No towels, sheets, clotheslines, or other items shall be hung on any Lot or within any Courtyard except small plants may be hung on the rear exterior in the area of the porch or balcony.

(c) Entrance ways and Courtyards shall not be used for storage. The keeping of bicycles, furniture and any other equipment in such areas is prohibited. Any exterior lighting shall be subject to the prior written approval of the Architectural Committee and adjoining Lot Owners.

(d) Any activity which may constitute a nuisance or annoyance to neighboring Homeowners or which may violate any laws or ordinances is hereby strictly prohibited. Without limiting the generality of the foregoing, no loud playing of radios, phonographs, stereo equipment, loud speakers, television sets, musical instruments or other equipment shall be permitted at any time. If the Board of Directors, in its sole discretion, determines upon the complaint of any Lot Owner that any lot condition, boat, vehicle, object or animal constitutes a nuisance or detracts from the quality of the Subdivision, it may direct the Lot Owner to remove or abate the nuisance within 48 hours of written notice of its determination of said nuisance. Thereafter, the Board Or Directors has a right to take legal action, impose a Ten Dollar (\$10.00) per day fee, plus costs and attorneys' fees incurred in enforcing this provision, which shall constitute a lien that may be foreclosed like any other assessment described in Article V hereof in the sole discretion of the Board of Directors. Each day of a continuing violation shall be deemed a separate violation under this provision. Additionally, the Master Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use the common areas and facilities during any period of violation. Fees (hereafter "Fines"), as hereinabove set forth, may be initiated or imposed by the Board against any member, or any tenant, guest, or invitee of a member, subject to the following provisions:

a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

(c) Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(d) The Association may not suspend a member's voting rights.

(e) Animals. A total number of three household pets (dogs, cats, birds, hamsters, etc.) shall be permitted, but not more than two (2) of any particular group (dogs, cats, birds, hamsters, etc.). No pets may be kept or raised for commercial purposes. Pets shall be kept under control at all times to avoid barking and other loud noises. Homeowners are responsible for making certain that their pets do not create any obnoxious odor. The leash laws of Hillsborough County shall apply. HOME OWNERS ARE REQUIRED TO CLEAN UP WASTE LEFT BY THEIR ANIMALS.

(f) No projections of any type visible from adjacent properties, shall be placed or permitted to remain above the roof of the Building without the approval of the Architectural Committee. No outside television or radio pole or antenna or satellite dish or other electronic device shall be constructed, erected or maintained on any Building nor on any Lot or connected in such manner as to be visible from the outside of Building unless it has been approved in advance by the Architectural Committee.

(g) No shed, tent or temporary building shall be erected, maintained or used on any Lot nor may lumber, brick, stone, cinder-block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes be stored on any Lot, except in connection with construction on the Lot.

(h) Garages shall be used only for the purpose of parking automobiles, hobbies and storing a Homeowner's household goods and may not be converted into living space. Except for ingress or egress of vehicles or people, garage doors shall be closed.

(i) Vehicles. Homeowners will normally and are expected to garage their personal vehicles. No trailer, trucks, pick-up trucks, boats or motor homes of any kind shall be parked overnight on any Lot, on any driveway, or on any street without the express written consent of the Board of Directors or unless located within a fully enclosed structure in a building located thereon and

shielded from view. Passenger automobiles and vans, as hereafter defined, may be parked overnight in a driveway. Passenger automobiles and vans shall not be parked overnight on any street without the express written consent of the Board of Directors. Boats, trailers, motor homes, recreation vehicles, mobile homes, campers, and commercial vehicles shall not be parked overnight on any Lot, or on any street adjacent to any Lot, except that a recreational vehicle or motor home may be brought upon any Lot for a single visit for loading and unloading purposes only, but in no case may this period be for more than twenty-four (24) continuous hours. The following definitions shall apply for purposes of this section:

a) "**Passenger Automobiles**" means those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or mini-vans which do not exceed twenty (20) feet in length. It also means certain enclosed utility vehicles such as Ford Bronco, Chevrolet Blazer, Jeep Wagoneer, Range Rover, and similar vehicles, provided they are in a condition similar to that which existed when sold by the manufacturer, and specifically excluding any of the stated vehicles which have been modified by increasing their height, adding off-road tires, roll bars, and similar apparatus unrelated to conventional passenger use of the vehicle.

b) "**Vans**" means enclosed self-propelled motor vehicles with side and rear windows, not otherwise herein described, and which do not exceed twenty (20) feet in length, which are used primarily as a passenger vehicle and not as a "**commercial vehicle**", as that term is defined hereafter. Vans not described within this section, are specifically prohibited, however, conversion vans delivered by a dealer, which meet this criteria, shall be allowed.

c) "**Trucks and Pick-Up Trucks**" mean any motor vehicles not otherwise described herein as a permitted vehicle, including, without limitation, those manufactured and marketed as such.

d) "**Commercial Vehicles**" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use, excluding cabinet or tool boxes on permitted vehicles.

e) "**Campers**" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

f) **"Mobile homes"** means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections, which is manufactured, designed, marketed, or used as a permanent dwelling.

g) **"Motor homes"** or **"Recreation Vehicles"** mean any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities, shall be considered motor homes.

h) **"Boats"** means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

i) **"Trailers"** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

In addition to the aforestated restrictions, no vehicle which is not currently licensed or cannot operate on its own power shall remain upon any Lot, or anywhere within the subdivision, for more than seven (7) consecutive days, unless parked inside a garage. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed fixed a sticker indicating that the vehicle is currently registered with the State of Florida, or other state as the case may be. A vehicle which has not been moved from the same spot for twenty-one (21) consecutive days shall be presumed to be unable to operate on its own power.

Homeowners' motor vehicles, or those of their guests, invitees, or licensees, shall not extend over any sidewalk or to within eight (8) feet of any road when a sidewalk does not exist. Visitors traveling in a self-propelled recreational vehicle or with a trailer will store such vehicles on any storage area designated common property which may be available, for a period not to exceed seven (7) days, unless any additional period is approved by the Board of Directors or their designee. Such vehicles shall not be lived in during the course of the visitation period.

Notwithstanding the foregoing vehicle restrictions and parking regulations above-described, service vehicles may be temporarily parked in designated parking areas during the time they are actually servicing improvements upon any Lot, but in no event overnight except in the case of an emergency, and any of the motor vehicles, trailers, or other vehicles which are otherwise prohibited by virtue of these restrictions may be parked inside the garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to and from the property.

Additionally, vehicle maintenance is not permitted upon any Lot for periods in excess of three (3) consecutive days without approval by the Board of Directors or their designee, except that which is performed within a fully enclosed structure in a building located thereon and shielded from view.

No parking is allowed on streets within the subdivision except as specifically permitted by the Board of Directors.

(j) Signs. No real estate brokerage signs or "for sale" signs are permitted in the Subdivision. Identification signs containing the names and addresses of the Lot owner, and temporary signs during construction containing the name of the builder will be permitted in size and format to be approved in writing by the Architectural Committee. All of the signs, including special signs for model homes, shall only be permitted after approval in writing is given by the Architectural Committee upon such terms and conditions as it may impose. The Architectural Committee has the right to enter any Lot in the Subdivision and confiscate any sign found to be in violation of this paragraph. Any signs that are confiscated shall be retained for the Lot owner and returned to the Lot owner upon request. The term "sign" or "signs" as used herein, shall include real estate related flags. Signs and flags describing an "open house", as permitted by the Architectural Committee under this paragraph, shall only be allowed when there is an agent or homeowner on premises, or only when advertised in a local newspaper, or similar publication. It is the intent of this paragraph to preclude owners from utilizing such signs or flags each time they are in residence.

(k) No weeds, grass clippings, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Townhouse Section, including, without limitation, all areas between the mean low water line and the mean high water line of any Lot, if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service areas within the Townhouse Section shall be enclosed or fenced in such a manner that the yards, areas, containers and piles will not be visible from any neighboring property or street.

(l) Each Homeowner shall leave a key to his Townhouse with the security force for Symphony Isles Subdivision so that access may be had to the Townhouse in case of fire, water or gas leaks, roof leakage, or any other emergency condition which would impact on an adjoining Townhouse or any Common Area.

(m) In addition to the specific items mentioned above, the entire exterior appearance, including materials and colors on the roof, exterior walls, windows and doors of each Townhouse and of each Building, are subject to control by the Architectural

Committee, and no change may be made thereon without prior written consent of said Committee. No exterior or interior structural modification shall be permitted without the prior written consent of the Architectural Committee.

7.8 Maintenance Duties of the Master Association; Special Townhouse Assessments. The Master Association is required to provide for mowing and landscaping maintenance, and may provide trash collection services in the Townhouse Section. To pay the expenses of such services, the Master Association is hereby empowered to levy and collect from Townhouse Section Homeowners a Special Townhouse Assessment. The amount of such assessment shall be determined by the Board and reviewed on an annual basis.

The Master Association is also empowered to levy and collect from Townhouse Section Homeowners, all or singular as the case may be, Special Townhouse Assessments for the following purposes:

(a) To contract for, supervise and pay for any required paint, repair and maintenance of the exterior of all Buildings and the exterior walls of the Courtyards.

(b) To contract for, supervise and pay for any required reconstruction of a Building or Buildings or any part thereof in the event of damage or destruction by fire or other casualty, provided that insurance proceeds, if any, are insufficient to cover the cost of same.

The Architectural Committee shall consult with Townhouse owners prior to recommending such a special assessment to the Board.

In the event such work is undertaken, it shall be the responsibility of the Master Association to insure that it is performed in a competent and workmanlike manner and with reasonable diligence.

7.9 Master Association Easement Rights. The Master Association, in performing any Rules enforcement, maintenance, repair or inspection duties, shall have a permanent non-exclusive easement running with the land, for working on the Buildings, including the right of access to the roof and including the right to enter any Townhouse upon reasonable notice to the extent reasonably necessary for these purposes.

7.10 Maintenance Duties of Homeowners. Each Homeowner shall perform and pay for maintenance within and upon his Lot in an appropriate manner so as to maintain the same in first-class condition, except with respect to those duties specifically assumed by the Master Association herein. Without limiting the generality of the foregoing, Homeowners are specifically responsible for watering, fertilizing, pruning and trimming all trees, shrubs and

other landscaping within their Lots; for prompt replacement of broken windows; and for repair of doors, interior plumbing, electrical, heating and air conditioning systems, electrical fixtures and switches, interior locks, and the grass, landscaping, sprinkler systems, decking, and brick areas within Courtyards. Should it become necessary for the Master Association to perform such duties after reasonable notice to the Homeowner, the expense so incurred shall be a lien against the Lot enforceable in the same manner as other liens.

7.11 Party Roofs. Any roof extending over more than one Townhouse within a Building is hereby declared to be a party roof. The maintenance and repair thereof shall be the joint responsibility of the respective Homeowners sharing each party roof, except for damage negligently or intentionally caused by only one Homeowner, his lessee, family or guests, in which case such Homeowner shall be solely responsible. Any repairs or alterations of a party roof shall be approved by the Architectural Committee.

ARTICLE VIII

Architectural Control Committee

8.1 Committee Composition and Purpose. There shall be an Architectural Control Committee ("**Architectural Committee**") composed of at least five (5) members approved by the Board of Directors. No member of the Architectural Committee shall be entitled to compensation for services performed; but the Board of Directors may employ independent professional advisors to the Architectural Committee and allow reasonable compensation to such advisors from the Master Association's funds. Architectural Committee members will ideally include representation from all sections of the subdivision. Residents who might have a real or perceived conflict of interest shall not serve on the committee.

The purpose of the Architectural Committee is to preserve a uniformly high standard of construction over the residences and other improvements in the Subdivision that is both attractive and harmonious. The Architectural Committee is vested with the power to regulate all the Lots in order to protect, preserve and enhance the aesthetics of the Subdivision. The power to regulate shall include the power to prohibit those Buildings or improvements found to be (a) inconsistent with the provisions of this Master Declaration or the aesthetic design or quality intended to be created and preserved hereby, or (b) detrimental to the value and desirability of the Subdivision as a residential community with exclusive, unique and desirable qualities.

8.2 Committee Approval. No Building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the respective Homeowner shall submit, in duplicate,

complete plans and specifications for such building (including swimming pools, screened enclosures, pool decks, fences and docks), structure or improvement and a detailed site plan showing its proposed location and drainage, and the plan, specifications and detailed site plan **HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE**. The approval of said plans and specifications may be withheld because of non-compliance with any of the specific easements, covenants, conditions and restrictions of this Master Declaration. Approval may also be withheld because of reasonable dissatisfaction with any of the following: the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the type or use of materials, the exterior color scheme, finish design, proportions, architecture, shape, height, size, style or appropriateness of external design with the existing or proposed Buildings, structures or improvements located or to be located upon the Property or adjoining property. For the purposes of this paragraph, "improvements" shall include the height, kind and appearance of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility design, and any other physical change or improvement to any Lot; the size, location and materials to be used in the construction of the walks and drives; and the sizes and species of landscaping materials. One set of plans and specifications and a detailed site plan as finally approved shall be retained by the Master Association for its permanent records.

Upon completion of any Building, structure or improvement in accordance with approved plans and specifications and detailed site plan, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to the exterior of the dwelling, structure and/or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, without prior written approval in the manner provided above, unless the same are identical to the original work. Any such changes must be in accordance with current Architectural Committee guidelines for new construction. The Architectural Committee shall issue (and amend from time to time) Rules and Regulations to interpret and implement matters set forth herein and to deal with matters not specifically spelled out herein, and to provide specific procedures for members to follow to obtain Architectural Committee review and approval. Any Rules and Regulations must be reviewed and approved by the Board of Directors at a meeting of the Board of Directors prior to implementation.

All of the foregoing approvals shall not be unreasonably withheld so long as such original plans, specifications and detailed site plan or such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Master Declaration. A member shall

have the right to appeal to the Board of Directors a decision made by the Architectural Committee. The Board may, in its judgment, affirm, overrule or modify any decision made by the Architectural Committee.

The Architectural Committee's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Homeowner, and shall be further evidenced by a written instrument executed and acknowledged by the approver. Failure of the Architectural Committee to act within forty-five (45) days from receipt of definitive plans of the proposed Buildings or improvements shall result in the plans being deemed approved, provided that the design of the proposed Building, improvement, or alteration is in harmony with the existing structures in the Subdivision and the Homeowner maintains proof that the plans were delivered to the Architectural Committee. The Architectural Committee may charge a reasonable fee to review plans. The fee shall be established by the Board of Directors.

8.3 Hardship Waiver. The Board of Directors at its own discretion or upon the recommendation of the Architectural Committee is authorized to grant hardship waivers to Homeowners in the event the strict application of the restrictions contained within Article VI or Article VII of this Master Declaration presents a bona fide hardship. In granting such a waiver, the views of any neighboring lot owners shall be taken into consideration, but shall not be binding upon the Board of Directors in making this determination, it being in the sole discretion of the Board of Directors as to whether or not to grant a hardship waiver under this provision.

8.4 Exculpation of Architectural Committee. The Architectural Committee cannot and shall not be held responsible for any loss or damages to any person arising out of any design, architectural, engineering or construction errors or omissions with respect to any plans, specifications or drawings approved or disapproved by it. Nor shall the Architectural Committee be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and building regulations.

8.5 Stoppage of Construction. The Board of Directors shall have the power to enforce the Rules, Regulations and Restrictions of the Architectural Committee contained herein. If the Board determines that approved plans or any other restrictions contained in this Master Declaration are not being followed during construction of a home, the Board shall have the power to deny access to the Subdivision to people engaged in construction on the property where there is a violation, until it is determined the violations have been or will be corrected. Such power may be delegated by the Board to the Chairman of the Architectural Committee. Prior to denying access to such construction sites, the Chairman of the Architectural Committee shall obtain the oral

approval of a majority of the Board of Directors. No meeting of the Board of Directors shall be required to obtain this approval, but such action shall be formally ratified at the next meeting of the Board of Directors.

ARTICLE IX

General Provisions

9.1 Declaration. This amended Master Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of thirty (30) years from the date it is recorded. Thereafter it shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by three-fourths of all the Members agree to terminate the covenants or the Master Declaration.

9.2 Amendments. This Master Declaration may be amended only at a duly constituted meeting of the Members. The notice of the meeting shall set forth the proposed changes. No additional changes may be proposed during such meeting.

Any proposed changes to this Master Declaration may be initiated by a resolution of the Board of Directors or by a petition signed by no less than 25 Members. Whether the proposed changes originate by a Board resolution or a petition, the proposed changes shall be submitted to the Members in an identical manner as set forth under procedures to amend the Articles of Incorporation. For any amendments to this Master Declaration to be approved at a meeting of the Members, such amendments must be approved by at least a majority of those voting and at least 40% of the total number of Members in Good Standing at the time of the meeting at which the vote is to be taken.

9.3 Indemnification. The Master Association shall indemnify every officer, director or committee member against any and all expenses, including reasonable attorney's fees, reasonably incurred by or imposed upon any such person with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which such person may be made a party by reason of being or having been an officer, director, or committee member. Any such persons shall not be liable for any mistake of judgment, oversight, negligence, or otherwise, except for their own individual willful misconduct or non-feasance. Any such person shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association (except to the extent of any obligations as members of the Master Association). The Master Association shall indemnify and forever hold each such person free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any

other rights as to which any such person, or former officer, director, or committee member may be entitled. The Master Association may, at a common expense, maintain adequate liability insurance to fund this obligation.

9.4 Eminent Domain. In the event of a threatened taking of the Common Area, the Master Association shall have the power, coupled with an interest, to act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Master Association. In the event of a taking of less than all the Common Areas, the rules as to restoration, replacement of any Common Area and the improvement thereon shall apply as in the case of destruction of improvements upon the Common Area.

In the event of a total taking, the Board shall receive the entire award, which award shall become a part of the general funds of the Master Association.

9.5 Insurance. The Master Association shall obtain such insurance coverage it reasonably and in good faith deems necessary, including, but not limited to, the following policies of insurance: a) fire, flood, and extended coverage insurance on all improvements upon the Common Areas in the amount of 100% of the full insurance replacement cost value of the improvements (or the maximum lesser amount if full replacement coverage is not available; b) Workmen's Compensation insurance to meet the requirements of law, c) general comprehensive public liability insurance in such amounts and in such form as shall be determined by the Board of Directors against liability to and claims of the public, a member of the Master Association, and any other person with respect to liability occurring upon the Common Areas based upon or arising out of the Master Association's ownership or use of the Common Areas. The liability insurance shall name as separately protected insureds the Master Association, the Architectural Committee, other standing or special committees, the Board of Directors, and their respective members, employees, officers, agents and representatives.

9.6 Termination. Notwithstanding any other provision of this Master Declaration or any amendments thereto, no easements in the Common Area for ingress and egress may be terminated, said easements being intended to be perpetual; this will apply regardless of the termination of the restrictive covenants contained in this Master Declaration and regardless of the termination of the Master Declaration itself. Furthermore, notwithstanding the termination of this Master Declaration, the Master Association's power to make assessments and its duties to maintain the Common Areas shall survive the termination of this Master Declaration unless the instrument of termination specifically provides otherwise.

Upon termination of this Master Declaration, all Homeowners of record shall own, as an appurtenance to the ownership of their Lots, an undivided interest in the Common Areas and any other assets of the Association in existence on said date of termination, subject to the covenants, conditions, restrictions and easements contained in this Master Declaration, and any amendments thereto. Any instrument conveying, devising, encumbering, or otherwise dealing with any Lot after said date of termination shall be deemed and construed to affect the Lot together with its appurtenant undivided interest in the Common Areas. Recognizing that the proper use of a Lot by any Homeowner is dependent upon the use and enjoyment of the Common Areas in common with the other Homeowners, it is declared that the percentage of the undivided interest in the Common Areas appurtenant to each Lot upon termination shall thereafter remain undivided and no Homeowner shall bring or have any right to bring any action for partition or division.

9.7 Extensions of Easements. The Master Association shall have the right to extend the benefits of all easements created herein, should development proceed to additional phases, to all Homeowners in the Subdivision, without the joinder and without the consent of any Homeowner or mortgagee whomsoever. Upon extension of said benefits, the Homeowners to whom the same are extended shall become liable for Master Association assessments for the maintenance, repair and replacement of such easement areas and Common Areas.

9.8 Canal Management. The Master Association will perform certain canal management functions with respect to canals within and throughout Symphony Isles Subdivision. These functions shall include removal of excessive amounts of vegetation and silt, as may be necessary. Homeowners and the Association are jointly responsible for maintenance of canals within and throughout Symphony Isles. Each Homeowner is responsible for removal of excessive amounts of vegetation, trash, and debris from the canal which is part of his property. The Association is similarly responsible for canals adjacent to Common Areas. If a canal becomes non navigable due to failure to provide a seawall on a vacant Lot, collapse of a seawall or some fault or negligence of the Lot owner as determined by the Board of Directors, the Lot owner or the Association whose property gave rise to the blockage shall be responsible for having the canal reopened even though the blockage may be on another Lot owner's property. In the event a Lot owner does not promptly remedy the situation to the satisfaction of the Board of Directors, the Board may take appropriate action to remedy the situation and levy a special assessment against such Lot owner for the cost of the remedy.

The canal maintenance fund established by the Board of Directors in August 1993 is to provide a source of funds for maintenance of common area seawalls and from time to time to dredge or otherwise maintain the adequate navigability of specific sections of canals leading in and/or out of Symphony Isles.

9.9 Sale of Unplatted Lands. In the event any areas which are part of the Adjacent Properties are sold and conveyed without having been platted, such unplatted parcels shall be entitled to the same easement rights as are granted for the benefit of platted Lots in Symphony Isles Subdivision and shall be subject to the jurisdiction of the Master Association and shall pay to the Master Association such assessments to be determined in a fair and equitable manner by the Master Association based upon the use of the land so sold and conveyed and upon the intensity and degree of the use of the Common Areas by its owners. The Master Association shall have the power to grant more specific easements for the benefit of such parcels.

9.10 Mortgagee's Assessment Obligations. A mortgagee acquiring title by acceptance of a deed in lieu of foreclosure shall not be liable for unpaid Master Association assessments which became due prior to acquisition of the title by such mortgagee, but shall be liable for such assessments after the date of acquisition of such title.

9.11 Dedication of Roads. Notwithstanding any other provision of this Master Declaration or of any easement documents, it is agreed that the Master Association, with the consent of threefourths of its Members and the owner(s) of any portion of the Adjacent Property which has then not been incorporated into the Subdivision by a Supplemental Declaration, may, at any time, convey the Roads to Hillsborough County for dedication as public streets, thus terminating all private easements in said streets.

9.12 Captions and Titles. Headings, captions or titles inserted in this Master Declaration, and any amendment thereto, are inserted solely for the convenience of reference and shall not constitute a part of this agreement, nor shall they affect its meaning, construction or effect.

9.13 Miscellaneous. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, unless the context otherwise requires.

9.14 Consents and Approvals. Whenever the consent or approval of the Master Association or the Architectural Committee is required by the terms of this Declaration, such consent or approval shall not be unreasonably withheld, provided: (a) the matter for which approval is sought is consistent with the spirit and intent of this Declaration and the articles of incorporation

and by-laws (if any) of the entity from which such approval and consent is sought; and (b) in the case of design and construction criteria and specifications, the same are compatible aesthetically and qualitatively with existing improvements within the Subdivision and the conceptual developmental designs which have been presented publicly with respect to the Subdivision.

EXHIBIT "A"

(Legal Description of Property)

Tracts 1-9, inclusive, Block 1, SYMPHONY ISLES UNIT ONE; Tracts 1-8, inclusive, Block 2, SYMPHONY ISLES UNIT ONE; Lots A-H, inclusive, SYMPHONY ISLES UNIT ONE; Lots 1-15, inclusive, Block 1, SYMPHONY ISLES UNIT TWO; Lots 1-48, inclusive, Block 2, SYMPHONY ISLES UNIT TWO; Lots 1-39, inclusive, Block 3, SYMPHONY ISLES UNIT TWO; and Lots A, B and C, SYMPHONY ISLES UNIT TWO, according to the Plats of SYMPHONY ISLES UNIT ONE and SYMPHONY ISLES UNIT TWO, recorded in Plat Book 54, Page 41, and Plat Book 54, Page 50, respectively, Public Records of Hillsborough County, Florida,

AND

Lot A and Lots 1-60, inclusive, SYMPHONY ISLES UNIT FOUR, according to the plat thereof recorded in Plat Book 59, Page 19, Public Records of Hillsborough County, Florida,

AND

Lots 1-36, inclusive, and Parcels "A," "B" and "C," SYMPHONY ISLES UNIT FIVE, according to the plat thereof recorded in Plat Book 60, Page 15, Public Records of Hillsborough County, Florida.

EXHIBIT "B"

(Legal Description of Adjacent Property)

(The bearings herein recited are from the Florida State Plan Coordinate system and are 01°17'44" more azimuth than the directional datum on the APOLLO BEACH UNIT SIX plat.) A parcel of land in Section 20, Township 31 South, Range 19 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the East one-quarter section corner of said Section 20; thence on the East boundary thereof N 00°50'40" E, a distance of 308.99 feet to the centerline of Flamingo Drive as shown on a plat of APOLLO BEACH UNIT SIX, as recorded in Plat Book 37, Page 88 of the Public Records of said County and State; thence on said centerline N 88°42'16" W, a distance of 501.24 feet to the West boundary of said APOLLO BEACH UNIT SIX; thence continue N 88°42'16" W, a distance of 2,008.46 feet to a POINT OF BEGINNING; thence S 01°17'44" W, a distance of 233.00 feet; thence N 88°42'16" W, a distance of 1,537.73 feet; thence N 38°38'22" E, a distance of 226.14 feet to a point of curvature; thence 205.01 feet along the arc of a curve concave Northeasterly having a radius of 165.00 feet and a central angle of 71°11'11" (chord bearing S 53°06'43" E, a distance of 192.07 feet); thence S 88°42'16" E, a distance of 175.00 feet; thence N 01°17'44" E, a distance of 330.00 feet; thence N 88°42'16" W, a distance of 164.69 feet; thence N 38°38'22" E, a distance of 430.19 feet; thence S 51°26'01" E, a distance of 450.97 feet; hence S 88°46'58" E, a distance of 478.81 feet; thence S 28°42'16" E, a distance of 270.85 feet to the Point of Beginning;

AND

Commence at the Southeast corner of the NE 1/4 of said Section 20; run thence N 00°49'41" E a distance of 308.99 feet; thence N 88°43'15" W a distance of 3579.07 feet to a POINT OF BEGINNING; said POINT OF BEGINNING being 290.58 feet from the Hillsborough County Bulkhead Line as shown in Plat Book 36 Page 91; thence S 01°16'45" W a distance of 165.00 feet; thence N 88°43'15" W a distance of 175.00 feet; thence along a curve to the right having a radius of 165.00 feet, delta 71°11'35" E, a distance of 205.02 feet, subtended by a chord of 192.08 feet; chord bearing 53°07'28.5" W to a point of intersection with the aforementioned Hillsborough Bulkhead Line; thence N 38°38'22" E a distance of 274.51 feet; thence S 88°43'15" E a distance of 164.51 feet; thence S 01°16'45" W, a distance of 165.00 feet to the POINT OF BEGINNING.

EXHIBIT "C"

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EXHIBIT "D"

Lot A SYMPHONY ISLES UNIT ONE;
Lot A SYMPHONY ISLES UNIT TWO;
Lot A, SYMPHONY ISLES UNIT FOUR; and
Parcel A, SYMPHONY ISLES UNIT FIVE.

EXHIBIT "E"

(Legal Description of Single Family Homes Section)

Tracts 4-9, inclusive, Block 1, SYMPHONY ISLES UNIT ONE; Tracts 3-8, Block 2, SYMPHONY ISLES UNIT ONE; and Lots E, F, G, and H; and that portion of Lot A abutting such Tracts and Lots, as described in the Plat of SYMPHONY ISLES UNIT ONE, Plat Book 54, Page 41, Public Records of Hillsborough County Florida;

AND

Lots 1-15 inclusive, Block 1, SYMPHONY ISLES UNIT TWO; Lots 1-48, inclusive, Block 2, SYMPHONY ISLES UNIT TWO; Lots 1-39; inclusive, Block 3, SYMPHONY ISLES UNIT TWO; and Lots A, B and C, SYMPHONY ISLES UNIT TWO, according to the Plat of SYMPHONY ISLES UNIT TWO, Plat Book 54, Page 50, Public Records of Hillsborough County, Florida;

AND

Lots A and Lots 1-60, inclusive, SYMPHONY ISLES UNIT FOUR, according to the plat thereof recorded in Plat Book 59, Page 19, Public Records of Hillsborough County, Florida;

AND

Lots 1-36, inclusive, and Parcels "A," "B" and "C," SYMPHONY ISLES UNIT FIVE, according to the plat thereof recorded in Plat Book 60, Page 15, Public Records of Hillsborough County, Florida.

EXHIBIT "F"

(Legal Description of Townhouse Section)

Tracts 1-3, inclusive, Block 1, SYMPHONY ISLES UNIT ONE; Tracts 1 and 2, Block 2, SYMPHONY ISLES UNIT ONE; and Lots B, C, D; and that portion of Lot A abutting such Tracts and Lots; SYMPHONY ISLES UNIT ONE, as described in the plat thereof recorded in Plat Book 54, Page 41, Public Records of Hillsborough County, Florida.

SYMPHONY ISLES MASTER ASSOCIATION,
INC.

ARTICLES OF INCORPORATION

AS OF SEPTEMBER 27, 1995

EXHIBIT
ONE

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**AMENDED AND RESTATED ARTICLES OF
INCORPORATION OF SYMPHONY ISLES MASTER
ASSOCIATION, INC. (A Florida Corporation
Not For Profit)**

AS OF SEPTEMBER 27, 1995

This is a restatement of the Amended and Restated Articles of Incorporation of Symphony Isles Master Association, Inc. as amended through and including September 27, 1995. The date of filing of the corporation's original articles of incorporation by the Department of State was November 3, 1983. The Articles were amended following the procedure set forth in Section 617.0201, Florida Statutes, and a Restated and Amended set of Articles was sent to the Department of State for filing in September of 1989; thereafter, the text of a subsequent amendment was filed with the Secretary of State in October of 1995.

ARTICLE I

The name of the corporation shall be:

SYMPHONY ISLES MASTER ASSOCIATION, INC.

(hereinafter referred to as the "Master Association").

ARTICLE II

The purpose and objectives of the Master Association shall be as follows:

1. To promote the health, safety, and general welfare of the Members and the residents of Symphony Isles subdivision and other developments that may now or hereafter be created or established within all or any portion of that certain development in Hillsborough County, Florida, known as "Symphony Isles Subdivision." Symphony Isles Subdivision is comprised of the lands described in Exhibit "A" attached hereto and incorporated by reference herein and any lands subsequently annexed thereto.

2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association arising from or set forth in the "Master Declaration of Covenants, Restrictions, and Easements for Symphony Isles Subdivision" (the "Master Declaration"), as amended and supplemented from time to time, now or hereafter recorded in the Public Records of Hillsborough County, Florida. The definitions contained in the

Master Declaration are incorporated by reference herein. In the event of any conflict between the terms of the Master Declaration and these Articles, the provisions of the Master Declaration shall control.

3. To acquire, own, control, operate, manage, maintain, improve, insure, mortgage and repair any portion or portions of the lands from time to time comprising Symphony Isles Subdivision, and any personal property appurtenant thereto, as Common Area for the common use and benefit of all Members, residents of Symphony Isles Subdivision, and certain other persons entitled to use the Common Area as more particularly provided in the Master Declaration.

4. To perform all Road Maintenance for Symphony Isles Subdivision as set forth in the Master Declaration, and any amendments or supplements thereto that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

5. To perform all of the duties and obligations of the Master Association as set forth in and in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation and the Master Declaration, and any amendments or supplements thereto, with respect to all or any portion of the Property or Adjacent Property that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

The Master Association shall be conducted as a non-profit organization for the benefit of its Members, and the Master Association shall make no distributions of income to its Members, directors, or officers, other than for contractual services rendered.

ARTICLE III

The Master Association shall have the following powers:

1. The Master Association shall have all of the powers and privileges granted to Corporations Not For Profit under the law pursuant to which this corporation is chartered and not in conflict with these Articles of Incorporation or the Master Declaration.

2. The Master Association shall have all of the powers and duties set forth in the Master Declaration and any amendments or supplements thereto that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

3. The Master Association shall have all of the powers reasonably necessary to implement and effect the purposes of the Master Association, including, but not limited to, the following:

A. To acquire (by gift, purchase, or otherwise), own, control, operate, manage, maintain, improve, mortgage and repair the Common Area of the Symphony Isles Subdivision.

B. To contract for the management of the Common Area and to delegate to the party with whom such contract has been entered into the appropriate powers and duties of the Master Association, except those requiring specific action by or approval of the Board of Directors or the Members of the Master Association, as may be more specifically set forth in the Bylaws of the Association.

C. To fix, collect, levy, and enforce payment by any lawful means of all charges and assessments against Members of the Master Association to defray all costs and expenses incident to the conduct of the business of the Master Association and the operation of the Common Area including, without limitation, all licenses, taxes, assessments or other governmental charges levied or imposed against the Common Area, and all fees and charges for Road Maintenance and canal management.

D. To adopt, alter, amend, and rescind Bylaws for the operation of the Master Association not inconsistent with the law pursuant to which the Master Association is chartered and these Articles of Incorporation, and to adopt, alter, and amend reasonable rules and regulations governing the use of the Common Area.

E. To enforce in its own name the provisions of these Articles of Incorporation, the Bylaws of the Master Association that may now or hereafter be adopted, any rules or regulations that may now or hereafter be adopted by the Master Association, and the provisions of the Master Declaration, and any amendments or supplements thereto that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

F. To participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation is approved by a majority of the total number of Members. This vote will be taken at a duly noticed and convened annual or special meeting of the Members.

G. To dedicate, release, alienate, sell, or transfer all or any portion of the Common Area.

H. To pay all costs, expenses, and obligations lawfully incurred in connection with the Master Association's affairs including, without limitation, all licenses, taxes, assessments, or other governmental charges levied or imposed against the Common Areas.

I. To buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real or personal.

J. To perform all of the maintenance and management functions set forth in the Master Declaration.

ARTICLE IV

Membership in the Master Association shall be acquired by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument establishing record title to a Lot, with the membership of the prior Homeowner or Homeowners being thereby terminated; provided, however, that any party who owns more than one Lot shall remain a member of the Master Association so long as the Homeowner retains record title to any Lot within Symphony Isles Subdivision.

ARTICLE V

Every Homeowner who is a member shall be entitled to one (1) vote per Lot on all matters on which the Membership of the Master Association shall be entitled to vote.

ARTICLE VI

The Master Association shall have perpetual existence.

ARTICLE VII

The principal office of the Master Association shall be located at 807 Symphony Isles Boulevard, Apollo Beach, Florida 33572, but the Master Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. Furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

ARTICLE VIII

A. The affairs of the Master Association shall be managed by a Board of Directors in accordance with the Bylaws and the Master Declaration. The Board of Directors shall consist of five (5) individuals. The qualification and term of office for all directors shall be as set forth in the Bylaws.

B. Directors shall be elected by secret written ballot at the annual meeting of the Members. The person receiving the largest number of votes cast by all Members for each director's position to be filled shall be elected. Cumulative voting shall not be permitted. Directors elected at the annual meeting shall assume the office immediately following the adjournment of the annual meeting at which they are elected. The principal officers of the

Master Association shall be elected annually by the Board of Directors at its first meeting following the adjournment of the annual meeting of members, and shall serve at the pleasure of the Board of Directors. The principal officers to be elected each year shall be a President, Vice-President, Secretary and a Treasurer.

ARTICLE IX

The Bylaws of the Master Association may be altered, amended, or rescinded in the manner provided by the Bylaws.

ARTICLE X

Every director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of their being or having been a director or officer, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided that, in the event of any claim for reimbursement or indemnification herein the right of indemnification shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled.

The Board of Directors shall, if available, purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Members of the Master Association as a common expense of the Master Association.

ARTICLE XI

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors or by petition signed by Members representing no fewer than 25 votes. Whether initiated by the Board of Directors or by petition, the proposed amendment or amendments shall be submitted to the Members by the Board of Directors in an identical manner, as provided in the Amended and Restated Bylaws, Article V. Written notice setting forth the proposed amendment or amendments shall be given to each Member within the time and in the manner required in the Bylaws for the giving of notice of meetings of the Members. If the meeting is an annual meeting, the proposed amendment or amendments may be included in the notice of such annual meeting. Each amendment must be approved by a majority vote of the Members present or represented by proxy at a duly noticed and convened annual or

special meeting of the Members, provided such majority consists of at least 40% of the total number of all Members in Good Standing at the time of the meeting at which the vote is taken. Thereupon, each such approved amendment shall be transcribed and executed in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida.

ARTICLE XII

In the absence of fraud, no contract or other transaction between the Master Association and any other person, firm, corporation, or partnership shall be affected or invalidated by reason of the fact that any director or officer of the Master Association is pecuniarily or otherwise interested therein.

ARTICLE XIII

The street address of the Master Association's registered office is 807 Symphony Isles Boulevard, Apollo Beach, Florida 33572, and the name of its registered agent at such address is John Smolenski. The corporation shall have the right to change such registered agent and office from time to time, as provided by law.

EXHIBIT "A" (Amended)

(Legal Description of Properties)

Tracts 1-9, inclusive, **Block 1**, SYMPHONY ISLES UNIT ONE; Tracts 1-8, inclusive, **Block 2**, SYMPHONY ISLES UNIT ONE; Lots A-H, inclusive, SYMPHONY ISLES UNIT ONE; Lots 1-15, inclusive, **Block 1**, SYMPHONY ISLES UNIT TWO; Lots 1-48, inclusive, **Block 2**, SYMPHONY ISLES UNIT TWO; Lots 1-39, inclusive, **Block 3**, SYMPHONY ISLES UNIT TWO; and Lots A, **B** and **C**, SYMPHONY ISLES UNIT TWO, according to the Plats of SYMPHONY ISLES UNIT ONE and SYMPHONY ISLES UNIT TWO, recorded in Plat **Book 54**, Page 41, and Plat **Book 54**, Page 50, respectively, Public Records of Hillsborough County, Florida,

AND

Lot **A** and Lots 1-60, inclusive, SYMPHONY ISLES UNIT FOUR, according to the plat thereof recorded in Plat **Book 59**, Page 19, Public Records of Hillsborough County, Florida,

AND

Lots 1-36, inclusive, and Parcels "**A**," "**B**" and "**C**," SYMPHONY ISLES UNIT FIVE, according to the plat thereof recorded in Plat **Book 61**, Page 15, Public Records of Hillsborough County, Florida.

AMENDED AND RESTATED BYLAWS
OF
SYMPHONY ISLES MASTER ASSOCIATION,
INC.
(A Corporation Not For Profit Under
the Laws of the State of Florida)

AS OF SEPTEMBER 27, 1995

EXHIBIT
TWO

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AMENDED AND RESTATED BYLAWS

OF

SYMPHONY ISLES MASTER ASSOCIATION, INC.

**(A Corporation Not For Profit Under the
Laws of the State of Florida)**

AS OF SEPTEMBER 27, 1995

ARTICLE I

Introduction

1.1 Name. The name of the Corporation is SYMPHONY ISLES MASTER ASSOCIATION, INC. (the "Master Association"). The principal office of the Master Association shall be located at 807 Symphony Isles Boulevard, Apollo Beach, Florida 33572, or such other place as the Board of Directors may determine from time to time.

1.2 Applicability. The provisions of these Bylaws are applicable to the development known as Symphony Isles Subdivision located in Hillsborough County, Florida.

Section 1.3 Effect. All present and future Members, residents of Symphony Isles Subdivision, and all other persons entitled to use any of the common elements of Symphony Isles Subdivision in any manner, are subject to the regulations set forth in these Bylaws and in the "Amended and Restated Master Declaration of Covenants, Restrictions, and Easements for Symphony Isles Subdivision (the "Master Declaration") that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida, and subsequently amended or supplemented. The acquisition of membership in the Master Association, the acquisition or rental of any Unit or Lot, or the occupancy of any such Unit or Lot shall mean that the provisions of these Bylaws and the Master Declaration are accepted, ratified, and will be observed, to the extent applicable.

1.4 Terms. All of the terms utilized herein shall have the meanings ascribed to them in the Master Declaration.

ARTICLE II

Membership, Voting Rights, Quorum, Proxies

2.1 Membership. Membership and voting rights In the Master Association are set forth in Articles IV and V of the Articles of Incorporation and in Article III of the Master Declaration.

2.2 Majority of Quorum. Unless a higher percentage is expressly required in these Bylaws, or in the Articles of Incorporation or the Master Declaration, or any amendment or supplement thereto, any action that is required to be taken by the Members of the Master Association may be so taken by a majority vote of a quorum of the Members of the Master Association.

2.3 Quorum. Except as otherwise provided in these Bylaws, the Articles, or the Master Declaration, the presence in person or by proxy of at least thirty percent (30%) of the total voting interests of the Master Association shall constitute a quorum of the Members. Such Members present at a duly convened meeting at which a quorum thereof is present may continue to accomplish the business of the meeting until adjournment, notwithstanding the withdrawal during the meeting of enough Members to leave less than such quorum. In the event, however, the required quorum is never present, the meeting may be rescheduled subject to the notice requirements set forth herein.

2.4 Proxies. Votes of Members may be cast in person, by written ballot, or by proxy. Proxies shall be in writing. A proxy must also be dated, state the date, time, and place of the meeting for which it is given, and be signed by an authorized person for the lot from which it is given. A proxy is effective only for the specific meeting for which it is originally given, or for any lawful adjournment or reconvenement thereof; however, the proxy automatically expires ninety (90) days after the date of the meeting for which it is originally given. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place. Proxies shall be filed with the Secretary of the Master Association before the appointed time of each meeting. Every proxy shall be revocable, but shall continue as valid until so revoked or until it terminates. The President shall request, immediately prior to the beginning of the meeting, that all proxies not previously delivered to the Secretary shall be delivered before the meeting convenes, so that a determination may be made that a quorum is present.

ARTICLE III

Administration

3.1 Master Association Responsibilities. The Master Association shall have the responsibility for: administering the Common Areas; performing all Road Maintenance and canal management as set forth in the Master Declaration; approving the annual budget; establishing and collecting all annual assessments, special assessments, and other assessments; enforcing applicable rules and regulations; and performing all other obligations of the Master Association hereunder or under the Master Declaration, including, but not limited to, arranging for the management of the Common Area pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of a manager therefor.

3.2 Place of Meeting of Members. Meetings of the Members shall be held within the Symphony Isles Subdivision community or such other suitable place as close thereto as practicable in Hillsborough County, Florida, as may be designated by the Board of Directors.

3.3 Annual Meeting of Members. The annual meetings of the Members shall be held on the last Wednesday of September each year or on such other date in September of each year as determined by the Board of Directors. Matters may be placed on the agenda either by the Board of Directors or by the members following procedures set forth in Article V herein. No other matters may be acted upon at the annual meeting.

3.4 Special Meeting of Members. Special meetings of the Members may be called at any time by a majority of a quorum of the Board of Directors or upon written request signed by twenty-five (25) Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.5 Notice of Meetings of Members. It shall be the duty of the Secretary of the Master Association to mail or deliver a notice of each annual or special meeting of Members, stating the purpose thereof as well as the day, hour, and place where it is to be held, to each Member. Such notice shall be sent at least 30 days but not more than 60 days prior to the annual meeting. Notice of special meetings shall be delivered or mailed at least fourteen (14) days prior to such meeting. The delivery or mailing of a notice, postage prepaid, in the manner provided in this Section, shall be considered notice served. If no address has been furnished the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place within the Common Areas.

3.6 Adjourned Meetings. If any meeting is adjourned or if any duly called meeting cannot be organized because a quorum has not been achieved, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days, nor more than thirty (30) days, from the time the original meeting was called. Such adjourned meetings may be held upon notice by announcement at the meeting at which such adjournment is taken and by posting an announcement at the entrance gate at least 48 hours prior to the meeting date. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.7. Order of Business. The order of business at all annual meetings of the Membership shall, unless waived, be as follows: (a) a determination that a quorum of the Members are present or represented by written Proxy at the meeting; (b) proof of notice or

waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) old business; and (g) new business. New business shall include ratification of the budget for the succeeding fiscal year and the election of directors. Meetings of Members shall be conducted by the officers of the Master Association, in order of their priority.

3.8. Action Without Meeting. Any action which under the provisions of Florida law may be taken at a meeting of the Members may be taken without a meeting if authorized in writing by the Members entitled to cast the requisite number of votes that would be required to approve the action, and if thereafter filed with the Secretary of the Master Association.

3.9 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV

Board of Directors

4.1 Number and Qualification. The property, business, and affairs of the Master Association shall be governed and managed by a Board of Directors of five (5) individuals, each of whom shall be members of the Master Association or a spouse of such member. Directors shall not receive any stated salary for their services as directors; provided, however, (a) nothing herein contained shall be construed to preclude any director from serving the Master Association in some other capacity and receiving compensation therefor, and (b) any director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.2 Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Master Association and may take all such acts and do such things as are not by law, the Master Declaration, the Articles, or by these Bylaws required to be exercised and done exclusively by the Members.

4.3 Special Powers and Duties. Without prejudice to the foregoing general powers and duties and such powers and duties as are set forth in the Articles and the Master Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) To select, appoint, and remove all officers, agents, and employees of the Master Association; to prescribe such powers and duties for them as may be consistent with law, the Master

Declaration, the Articles of Incorporation, and these Bylaws; to fix their compensation, if any; and to require from them security for faithful service when deemed advisable by the Board.

(b) To approve and remove Committee Members.

(c) To conduct, manage, and control the affairs and business of the Master Association, and to make and enforce such rules and regulations therefor consistent with law, with the Master Declaration, the Articles of Incorporation, and these Bylaws as the Board may deem necessary or advisable.

(d) To change the principal office for the transaction of the business of the Master Association; to designate the place for the holding of any annual or special meeting of Members consistent with the provisions hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

(e) To borrow money and to incur indebtedness for the purposes of the Master Association subject to the limitations set forth in Article V herein, and to cause to be executed and delivered therefor, in the Master Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and security therefor.

(f) To prepare an annual budget to be submitted to the Members at the Annual Meeting for ratification by the Members. The members are not empowered to effect any changes in the budget submitted by the Board of Directors. If the Members do not ratify the budget as presented, the Directors may revise the proposed budget during a recess in the Annual Meeting, and submit the revised budget after the recess, or they may determine to submit a new budget at a Special Meeting of the Members to be scheduled no later than sixty (60) days following the date of the Annual Meeting. If the budget is not ratified by the Members prior to the end of the fiscal year, the budget for the year just ending shall continue in force (with no changes in assessments) until a new budget is ratified. If a quorum is not obtained for a Special Meeting by following prescribed procedures, then the last budget proposed by the Directors shall be construed to be ratified. It is expected that the Board will develop the budget by soliciting input from the Members. Development of the budget shall proceed as follows:

i. The Finance Committee, in coordination with all other committees and any interested Members, shall draft a budget and present it to the Board at the July Board meeting. Initial discussion of the draft budget shall take place at that meeting.

ii. The minutes of the July Board meeting will contain a broad outline of the proposed budget and a notice the Board will formally consider the budget at the August meeting.

iii. The Board will accept input relative to the proposed budget at the August meeting. At that meeting, or at a special board meeting, the Board will complete their deliberations and send a final proposed budget to the Members for ratification at the Annual Members' meeting.

(g) To fix, levy and collect from time to time all assessments as set forth in the Master Declaration, and to determine and fix the due date for the payment of each such assessment and the date upon which the same shall become delinquent. Should any Member fail to pay any assessment after delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as hereinafter provided and as provided in the Articles and the Master Declaration.

(h) To enforce the provisions of the Articles, the Master Declaration, these Bylaws, applicable rules and regulations, and other agreements of the Master Association.

(i) To contract and pay for fire, casualty, flood, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Members, the Master Association, the Board of Directors, committee members and other interested parties, covering and protecting against such damages or injuries as the Board deems advisable, which may include, without limitation, medical expenses of persons injured on the Common Areas, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Master Association.

(j) To contract and pay for maintenance, repairs, improvements, gardening, utilities, materials, supplies, and services relating to the Common Areas, and to employ personnel necessary for the operation of the Common Areas and the Master Association, including, without limitation, all Road Maintenance, and all legal and accounting services. In case of damage by fire or other casualty to the Common Areas, if the estimated cost of repairing or rebuilding exceeds insurance proceeds by \$5,000, then the Board of Directors shall obtain firm bids from two or more responsible contractors to rebuild any portions of the Common Areas in accordance with the original plans and specifications with respect thereto or in accordance with new plans and specifications duly approved.

(k) To delegate its powers according to law.

(1) To grant easements where necessary for utilities, drainage, sewer facilities, cable television, and other services over the Common Areas.

(m) To adopt such reasonable rules and regulations as the Board may deem necessary for the management of the Common Areas, which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of a majority of the directors attached to a copy of the rules and regulation of the Master Association, (2) they are posted in a conspicuous location on the Common Areas, and (3) are distributed to the members. Such rules and regulations may concern, without limitation, use of the Common Areas, including the Roads; the swimming pool; signs and parking restrictions relating to the Common Areas; and any other matters within the jurisdiction of the Master Association as provided in the Master Declaration; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Master Declaration, Articles of Incorporation, and these Bylaws.

(n) To sue and be sued and appear and defend in all actions and proceedings, whether judicial, administrative, or otherwise, in its corporate name, and to institute actions and proceedings on behalf of the Members of the Master Association.

(o) 1. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.

b) A copy of the By-Laws of the Association and of each amendment to the By-Laws.

c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.

d) A copy of the Declaration of Covenants and a copy of each amendment thereto.

e) A copy of the current rules of the Homeowners' Association.

f) The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for a least 7 years.

g) A current roster of all members and their mailing addresses and parcel identifications.

h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.

i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.

j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

1) Accurate, itemized, and detailed records of all receipts and expenditures.

2) A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

3) All tax returns, financial statements, and financial reports of the Association.

4) Any other records that identify, measure, record or communicate financial information.

2. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The financial report must consist of either:

a) Financial statements presented in conformity with generally accepted accounting principles; or

b) A financial report of actual receipts and expenditures, cash basis, which report must show:

1. The amount of receipts and expenditures by classification; and

2. The beginning and ending cash balances of the Association.

4.4 Manager. The Board of Directors is authorized to contract with a manager or management company to manage the Common Area and the affairs of the Master Association and to perform such duties and services as the Board shall determine. The manager may be a Member of the Master Association.

4.5 Election and Term of Office. Each director shall serve for a term of two years. In even numbered years 2 director terms shall expire. In odd numbered years 3 director terms shall expire. Directors may serve a maximum of four (4) consecutive years. Directors shall be elected at the Annual Meeting of the Membership. Election to the Board of Directors shall be by secret written ballot. Members shall be entitled to cast one vote per Lot owned for each director's position. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. In the event of a tie for the final position to be filled, a new ballot containing only the names of those tied for the last position shall be distributed and counted at the meeting. The number of votes received by any candidate shall not be disclosed.

4.6 Vacancies. If the office of any director becomes vacant, the successor shall be selected by a majority of the remaining directors. Any such director shall serve the unexpired term of his predecessor. If a vacancy occurs between the date the notice of annual meeting has been prepared and the annual meeting, then such vacancy shall be filled by the nominee receiving the next highest number of votes after all the directors scheduled to be elected pursuant to the notice of meeting have been elected.

4.7 Removal. Any director may be removed at any meeting called expressly for such purpose by a majority vote of the votes entitled to be cast by a quorum of the Members. For any removal to be effective, such majority shall be no less than 40% of the Members in Good Standing.

4.8 Regular Meetings. Regular Meetings of the Board of Directors shall be open to the Members and may be held at such time and place as shall be determined, by a majority of a quorum of the directors; provided that such meeting shall be held no less frequently than quarterly. Meetings between the Board and its attorney with respect to proposed or pending litigation, where intended to be protected by the attorney-client privilege, need not be open to members. A director shall be deemed present at any meeting for all purposes if a conference telephone or other similar communications device is utilized whereby all persons participating in the meeting can hear one another. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Notice of regular meetings of the Board of Directors shall be given to each director, and Members at least seventy-two (72) hours prior to the date named for such meeting.

The Master Association shall notice regular board meetings, and committee meetings, by including the date, time, and location of such meetings in the minutes of previous board meetings which are provided to the membership. By doing so, the Board of Directors need not post or otherwise mail notices of such meetings to the membership.

4.9 Special Meetings. Special meetings of the Board of Directors shall be open to the Members and may be called by the President or by any other two directors. At least seventy-two (72) hours' notice shall be given to each director, which notice shall state the time, place, and the purpose of the meeting. The Master Association shall notice special board meetings, by including the date, time, location, and purpose of such meetings in the minutes of previous board meetings which are provided to the membership. By doing so, the Board of Directors need not post or otherwise mail notices of such meetings to the membership. In the event it is not possible to give notice in the minutes of a previous meeting as contemplated by this paragraph, then in such event the Board of Directors need only post notice of the meeting at a prominent location within the common areas at least forty-eight hours in advance of the meeting, as the exclusive notice requirement under this section. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein. Meetings between the Board and its attorney with respect to proposed or pending litigation, where intended to be protected by the attorney-client privilege, need not be open to members. Additionally, an assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

4.10 Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Any such meeting, whenever held, shall be as valid as one duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signed such written waiver of notice, a consent to holding such meeting, or an approval of the minutes therefor. All such waivers, consents and approvals shall be filed with the records of the Master Association or made a part of the minutes of the meeting.

4.11 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the directors voting at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present shall adjourn the meeting and set the time for the meeting to be reconvened. At the reconvened meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A director unable to attend a duly called meeting in person may be deemed in attendance through the use of telephone conference call.

4.12 Action Without Meeting. The directors shall have the right to take any action, which cannot prudently be deferred until the next scheduled meeting, in the absence of a meeting by obtaining the vote or written consent of all the directors. Any action so approved shall have the same effect as though taken at a duly constituted meeting of the directors.

4.13 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Master Association handling or responsible for Master Association funds be covered by a fidelity bond. The premium on such bond shall be paid by the Master Association.

4.14 Committees. The Board of Directors by resolution shall designate the following standing committees and establish the purposes and powers of such committees within forty-five (45) days after each annual meeting of the Members: Finance, Security, Architectural, Roads, Canals, and Landscaping and Maintenance. The Board may designate such other committees as it deems appropriate. A meeting of a committee occurs when a quorum of the committee gathers to conduct association business. All meetings of the committee must be open to all members except meetings between the committee and the Board's attorney with respect to proposed or pending litigation, where discussions are intended to be protected by the attorney-client privilege. The Master Association shall notice Committee Meetings as set forth in Section 4.8 above.

4.15 Committee Membership. At the Annual Meeting of Members, a request for volunteers for committees for the ensuing year will be made. Members may volunteer to serve on any standing committee. A member may serve on more than one committee, but no member shall be chairman of more than one committee without approval by the Board of Directors. The Board of Directors will convene the organizational meeting of each standing committee with a notice to each announced volunteer and each member of the committee for the preceding year. Also, a notice of each organizational meeting shall be posted in the Common Area. At each organizational meeting, the committee members shall elect a chairman. No

member of the Board of Directors shall be elected Chairman of a Committee, but Board members may serve on any committee for which they volunteer. The Chairman of each committee shall be a Member at the time of election. Members of all committees shall be Members of the Association. The Board of Directors may appoint one of its members to serve on a committee and be a liaison between the Committee and the Board.

ARTICLE V

Powers Reserved to Members

Certain powers in the administration of the Master Association are reserved for the Members, and are to be carried out at either the regular Annual Meeting of Members or at any duly convened Special Meeting of the Members. These powers are:

5.1 Election of Directors. The members shall elect directors as provided in Article IV.

5.2 Ratification of Annual Budget. (See Article IV, section 4.3(f)).

5.3 Approval of Real Estate Transactions. Sales of common area or lots owned by the Association must be approved by the Members at either the Annual Meeting of Members or at a duly convened Special Meeting of the Members. Approval by a majority of those Members voting shall be required. The Board of Directors is authorized to purchase real estate for use by the Association, at fair value, with a limit of \$25,000 in any fiscal year. Purchases which exceed the limit must be approved by the Members using the same procedures as for the sale of real estate.

5.4 Approval of Certain Capital Expenditures and Leases.

(a) Capital expenditures included in an Annual Budget which has been ratified by the Members shall be considered to have been approved.

(b) A lease of real or personal property which will require aggregate payments of \$50,000 or more requires approval of the Members at either the Annual Meeting or at a duly convened Special Meeting.

(c) Unbudgeted capital expenditures aggregating less than \$25,000 in any one fiscal year and leases with aggregate payments of less than \$50,000 may be entered into by the Board of Directors without approval by the Members.

(d) Notwithstanding the foregoing, the Board of Directors is empowered to enter into contracts and leases of any amount without approval by the Members to restore to original condition common areas or association owned lots which have been damaged or destroyed.

5.5 Submission of Agenda Items for the Annual Meeting. In addition to matters placed on the agenda for the Annual Meeting by the Directors, Members following procedures set forth herein may petition for inclusion of items on the agenda for the Annual Meeting.

(a) A petition setting forth the proposed agenda item, together with a written explanation, signed by no fewer than 10 Members representing no fewer than 10 votes, shall be presented to the Board no later than the August Directors Meeting. So that there will be a full understanding of the matter, a discussion of the matter shall take place at that meeting. The Board shall place such matter on the agenda unless opinion is obtained in writing from legal counsel regularly retained by the Association that such matter cannot be included on the Agenda as a matter of law.

(b) The notice of Annual Meeting shall contain the explanation submitted by the petitioners and any additional information deemed appropriate by the Board of Directors. If any proposed agenda item is omitted from the agenda because of the opinion of legal counsel, then legal counsel shall be present at the Annual Meeting and respond to any questions from the Members concerning the basis for exclusion.

5.6 Approval of Amendments to the Bylaws. These Bylaws may be amended at a duly constituted meeting of the Members (Special Meeting or Annual Meeting). The notice of the meeting shall set forth the proposed changes. No additional changes may be proposed during such meeting. Any proposed changes to the Bylaws may be initiated by the Board of Directors or by a petition signed by Members representing no fewer than 25 votes. Whether initiated by the Board or by petition, the proposed amendments will be submitted to the members by the Board of Directors in an identical manner, as set forth hereafter. Written notice setting forth the proposed amendment or amendments shall be given to each member within the time (30 days for the Annual Meeting, 14 days for a Special Meeting) and in the manner required in these Bylaws for the giving of notice of meeting of the Members. If the meeting is an annual meeting, the proposed amendment or amendments may be included in the notice of such annual meeting. Approval of each amendment must be by majority vote of the Members present or represented by proxy at a duly noticed and convened annual or special meeting of the members, provided such majority consists of at least 40% of the total number of all Members in Good Standing at the time of the meeting at which the vote is taken. Thereupon, each such approved amendment shall be transcribed and executed in such form as may be necessary to comply with the laws of the State of Florida.

ARTICLE VI

Officers

6.1 Designation. The principal officers of the Master Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. The President and Vice-President shall be elected from the membership of the Board of Directors. No two offices may be held by the same person.

6.2 Election of Officers. The officers of the Master Association shall be elected annually by the Board of Directors, and each officer shall hold office at the pleasure of the Board of Directors.

6.3 Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, with cause, and the successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Master Association. Any such resignation shall take effect upon the date of receipt of such notice or at any later time specified therein, and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

6.4 Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent, or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent, or employee.

6.5 President. The President shall be the chief executive officer of the Master Association. The President shall preside at all meetings of the Members of the Master Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the President of a corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business of the Master Association. The President shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

6.6 Vice-President. The Vice-President shall take the place of the President and perform the duties whenever the President shall be absent, disabled, or refuses or is unable to

act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or Bylaws.

6.7 Secretary. The Secretary shall keep or cause to be kept, in written form, or in another form which can be converted into written form within a reasonable time, the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Master Association at the principal office of the Master Association or at such other place as the Board of Directors may order. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes. The Secretary shall keep the seal of the Master Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Master Association and of the Board of Directors required to be given. The Secretary shall maintain or cause to be maintained a list of the Members of the Master Association, listing the names and addresses as furnished to the Master Association, and such list shall be changed only at such time as satisfactory evidence of a change in membership is presented to the Secretary. The Secretary shall perform all such other duties as may be prescribed by the Board of Directors.

6.8 Treasurer. The Treasurer shall have responsibility for Master Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records, and other records of business transactions of the Master Association, including accounts of all assets, liabilities, receipts, and disbursements in books belonging to the Master Association. The Treasurer shall render to the President and directors, upon request, an account of all financial transactions and of the financial condition of the Master Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE VII

Payment of Assessments

7.1 Obligation to Pay Assessments. All Members are obligated to pay all assessments imposed by the Master Association as more fully provided in these Bylaws and the Master Declaration.

7.2 Due Dates of Assessments. Annual Master Assessments are billed and payable quarterly and due on October 1, January 1, April 1

and July 1. Such billings become delinquent on November 1, February 1, May 1 and August 1, respectively. The Board of Directors may authorize annually that a member may pay, in October, the assessment for the entire forthcoming fiscal year. If any member so prepays such assessments, a discount in an amount to be determined annually by the Board of Directors will be granted to the member.

7.3 Collection Procedures. In the event that assessments are not paid within one hundred twenty (120) days of the due date, the Master Association has the right to and will record a lien against the affected Lot. If assessments on any Lot are delinquent for three consecutive quarters, foreclosure proceedings will be initiated unless specifically deferred by the Board of Directors. Late fees are to be assessed at the rate of \$10.00 per month per Lot for the first 2 months the assessment is delinquent. Interest on unpaid assessments and fees shall accrue at the rate of eighteen per cent (18%) per annum commencing the first day of the next calendar quarter. Homeowners shall be liable for all attorneys' fees and costs reasonably incurred by the Master Association in recording, enforcing, collecting liens and foreclosing with respect to the delinquent assessments.

ARTICLE VIII

Conflicting Provisions

In case any of the provisions of these Bylaws conflict with any provisions of the laws of the State of Florida, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other provisions of these Bylaws shall remain in full force and effect. In case of any conflict between the Articles and Bylaws, the Articles shall prevail. In case of any conflict between the Master Declaration and these Bylaws, the Master Declaration shall prevail.

ARTICLE IX

Miscellaneous

9.1 Execution of Documents. The Board of Directors, except as these Bylaws otherwise provide, hereby authorizes its President or Vice-President to enter into any contract or execute any instrument in the name and on behalf of the Master Association.

9.2 Inspection of Documents. The Master Association shall keep in its principal office for the transaction of business the original or a copy of these Bylaws, the Master Declaration and Articles of Incorporation as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours.

9.3 Fiscal Year. The fiscal year of the Master Association shall run from October 1 to September 30.

9.4 Membership. The Master Association shall keep and maintain in its principal office a membership list containing the name and address of each Member. Such listing shall be open to inspection by any Member for use in matters relating to the Association.

9.5 Board of Directors. Unless specific actions are expressly required to be taken by the Members, all other actions may be taken by the Board through its proper officers with or without a specific authorization.