



MASTER ASSOCIATION INC.
807 Symphony Isles Boulevard • Apollo Beach, Florida 33572

ARCHITECTURAL COMMITTEE
REQUIREMENTS FOR CONSTRUCTION OF
SINGLE FAMILY HOMES, Z-LOT HOMES, AND TOWNHOUSES

POINTS OF AGREEMENT

INTRODUCTION

THE ARCHITECTURAL COMMITTEE IS RESPONSIBLE FOR THE OVERSIGHT OF CONSTRUCTION WITHIN SYMPHONY ISLES. AS REQUIRED BY THE MASTER DECLARATION, ARTICLE VIII, THE COMMITTEE HAS ESTABLISHED THE FOLLOWING RULES AND REGULATIONS FOR THE CONSTRUCTION OF NEW HOMES IN SYMPHONY ISLES.

THE SYMPHONY ISLES MASTER DECLARATION, AS WELL AS, THE RULES AND REGULATIONS ESTABLISHED BY THE BOARD OF DIRECTORS, ARCHITECTURAL COMMITTEE, AND THE SECURITY COMMITTEE APPLY TO VARIOUS ASPECTS OF CONSTRUCTION ACTIVITY IN THE COMMUNITY. EACH LOT OWNER, CONTRACTOR, AND ARCHITECT IS RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL OF THESE PRIOR TO DESIGNING AND BUILDING A HOME IN SYMPHONY ISLES.

GENERAL GUIDELINES AND FEES

- I. The Architectural Committee meets monthly to review and approve plans, on the first Thursday of the month at 7:00 p.m. at the Cabana. All plans including landscape plans must be submitted at least *two weeks* in advance of the meeting to allow adequate time for review prior to the meeting. Failure to meet the deadline will most likely result in a one-month delay in obtaining approval. We urge the owner and/or the builder to attend the meeting when approval is requested. This will expedite matters.
- II. The Architectural Committee is here to enforce the Bylaws everyone agrees to before buying or building in Symphony Isles *and* we want your construction project to go smoothly. Compliance with the Deed Restrictions and these Architectural Committee requirements will go a long way toward achieving that objective. No approval will be unnecessarily or inappropriately withheld. We will work with you and help you in every way that is under our control to make sure that your building project goes smoothly and without delays or problems. *Most of the problems we encounter could be avoided if people would just communicate with us.* Please contact the Architectural Committee Chairman if you are unsure of any requirements or if you have any questions.

- III. The Architectural Committee must approve all plans in writing prior to the start of construction. The approvals received are valid for 12 months from date of approval. If construction has not begun within that period, plans must again be submitted to the Architectural Committee for re-approval along with another Plan Review Fee described below. *Any changes to the originally approved plans or additions thereto must be submitted to the Committee for approval.*
- IV. It is the responsibility of the owner and contractor to insure compliance with all applicable county, state agency, or other codes, permits and regulations. Architectural Committee approval does not imply submitted plans meet all other requirements.
- V. If the Owner has a General Contractor (Builder), but is or later decides to do some of the subcontracting himself/herself or changes General Contractors the Committee shall be notified when the plans are submitted or as soon as possible after the decision is made. Notification is the responsibility of the owner and shall include specifically who will be responsible for which portions of the construction and the attributable cleanup. A SEPARATE AGREEMENT will be required for each General Contractor or person acting as his/her own General Contractor. The Committee will not require an additional Plan Review Fee or Security Deposit, but the owner will still be subject to liquidated damages for violations of any agreement(s).
- VI. A Check made out to Symphony Isles Master Association in the amount of \$175 is required to be submitted with plans, non-refundable, for Plan Review Fee.
- VII. A Check made out to Symphony Isles Master Association in the amount of \$1,000 is required as a Security Deposit. The deposit will be refunded upon completion of construction and final review by the Architectural Committee, unless a portion or all of it is used to cover liquidated damages, damage to Common Areas or neighboring properties. This check must be submitted with plans.

PLAN GUIDELINES AND REQUIREMENTS

- I. **TWO SETS OF COMPLETE CONSTRUCTION BUILDING PLANS AND SPECIFICATIONS TOGETHER WITH A SIGNED COPY OF THE "AGREEMENT" MUST BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE with the following requirements:**
 - A. Two-car garage minimum as outlined in Master Declaration 6.2.
 - B. Calculation of square footage requirements as outlined in Master Declaration 6.2. The minimum square footage requirements for air conditioned space vary by area. Show on the plans the calculation of square footage for the house.
 - C. Compliance with height requirements as outlined in Master Declaration 6.2. The height of the dwelling shall not exceed 35' as measured from curb of street in front of structure to highest peak. Beachfront dwellings may be built to 40'.
 - D. Site plan showing compliance with setback requirements as outlined in Master Declaration 6.3. **Site plans must be superimposed on the lot survey.**

- E. In compliance with the Master Declaration 6.2b, all roofs must be cement tile. *Recently other materials (specifically steel that looks like tile) have been approved and will be considered on an individual basis.*
 - F. 4' concrete sidewalk is required along the entire frontage of the lot between the property line and road, except on cul-de-sac lots.
 - G. Complete sets of plans should include *footprint on survey*, floor plan, exterior elevations, foundation plans, framing plans, wall sections, type of roof, driveway/sidewalks, pool plans, screen plans, deck plans, and landscape plans. *If home is approved without one or more of these items, any additions or changes to the exterior, based on what was approved, must be brought to this committee for approval before initiating the construction.*
- II. **TWO SETS OF SITE PLANS** showing positive drainage from road over sidewalk to the canal via side yard swales along 7½' easement. Four (4) spot elevations per side are required to verify positive drainage of at least 18" from the road to the seawall. See Master Declaration 6.25. No impediments that will restrict or impede drainage are allowed in the drainage easement. Since we have no storm sewers, the need for drainage to the seawall is extremely important. Driveways shall not drain directly into the street. *Since appropriate drainage is not always possible or changes with time, we will consider approval of other drainage systems (i.e. French Drain) to overcome existing or potential problems.*
- III. **TWO SETS OF SEAWALL PLANS.** Seawalls must be installed on all lots except beachfront prior to start of any construction or grading. Specifications for seawalls are available from the Architectural Committee. Seawalls must be 18" below the curb to insure proper drainage. There must be a 6' return on the end of the seawall if the adjacent property is not sea-walled. The seawall must be backfilled and graded to permit lot mowing, if house construction is not to commence promptly.
- IV. **TWO SETS OF DOCK PLANS** showing location of dock on site plan. All dock plans must be approved by the Tampa Port Authority. Dock construction is not to start until receipt of written approval by the Architectural Committee. Covered docks must be tiled with same material as the house (other matching materials are now being considered). The finish material (tile, etc.) must be installed at the same time the roof is constructed. The outer limit of the dock or tie poles generally shall be no more than 40' from the seawall.
- V. **EXTERIOR COLOR SCHEME.** Homeowners are required to submit for approval samples of their color scheme prior to any installation of roof tile or exterior painting.
- VI. **ENCLOSURES.** All outside equipment, including air conditioning units, heat pumps, propane tanks, water tanks, pool equipment and similar devices are to be permanently screened with lattice work or screening, as approved by the Architectural Committee. Construction plans shall show such enclosures.

- VII. **TWO SETS OF PLANS** are required for any changes, improvements or additional construction such as fences, pools, decks, etc., *that are not included in those originally approved*. Plans for fences around pools should be submitted at the time pool plans are submitted.
- VIII. **TWO SETS OF LANDSCAPING PLANS**. Submit plans for approval to comply with the requirements as defined herein (8.A., 8.D., 8.F. below do not apply to "Z" lot homes - see below)
- A. All four sides of the home must be completely landscaped, including trees in the rear.
 - B. All plans on one-inch to ten-foot scale with all plants circled.
 - C. A listing of all plants, plant size, can size and height of plant or tree in inches or feet.
 - D. A minimum of six deciduous trees or palm trees per lot, minimum 4" diameter and 12' height (small palm clusters (8-10) equal one tree). A minimum of two of these six trees must be located in the back of the home.
 - E. All foundation plants (except ground cover) in three gallon or larger containers.
 - F. Each lot owner must purchase and maintain two 12' Cocos Palms of similar size to be planted on the easement between the road and sidewalk. Location of these palms must be shown on landscape plans and do not count toward the six tree requirement per lot.
 - G. An on site verification of finished landscaping as per submitted and approved plans will be performed prior to occupancy by Architectural Committee. Irrigation systems as required by 6.23 shall be installed prior to occupancy.

"Z" LOT HOMES

- I. Special requirements for "Z" lot homes:
 - A. Since "Z" lot homes are constructed close to each other, water runoff has become a problem. For all plans submitted after January 1, 1995, rain gutters and downspouts must be installed. Show on the plans proposed disposal of water runoff, which could include a "French Drain".
 - B. Landscape plans for front yard and side yard areas visible from the street must be submitted for approval following same procedures as for non- "Z" lots. If the home does not have a pool or deck, which covers most of the back yard, plans for that area must be submitted. Requirements for a minimum number of trees are 2 in the front yard and 2 in the back yard will apply if there is not a deck. If the rear has a deck, then large potted plants must be on the deck. Foundation plants shall be of a minimum size of three gallon containers. While no minimum number of shrubs is prescribed, it is expected the total landscape plans will conform with other "Z" lot homes.

CONSTRUCTION REQUIREMENTS AND LIMITATIONS

I. **CONSTRUCTION:** The following rules are meant to protect you and your neighbors.

- A. Job site must have electricity and water to the lot, a portable toilet and a dumpster prior to starting construction. Delays have been experienced in getting utility hook-ups. Plan ahead.
- B. Construction is to be completed within 12 months from the start of construction.
- C. Work hours and restrictions in Symphony Isles are:
 - 1. 7:00 a.m. to 7:00 p.m. Monday thru Friday and 8:00 a.m. to 7:00 p.m. Saturday
 - 2. No construction is to take place on Sundays or designated holidays. Work hours apply to both owner and contractor.
 - 3. Do not use the roads to unload material and be careful with equipment. Any road damage will be the responsibility of the Owner.
 - 4. Playing of radios, tape decks, etc. in a loud manner is not allowed.
 - 5. Loud offensive language will not be tolerated.

II. **SITE MAINTENANCE:** It is the joint responsibility of the owner and the builder to keep the job site and area between the seawall and water looking as clean as possible. *However, it is the owner who will be held accountable from a financial point of view. A dumpster is now required. In addition, the dumpster must be emptied before it overflows with debris. Debris should not be allowed to accumulate around the dumpster or on the job site. NOTE THE REQUIREMENTS IN THE NEXT PARAGRAPH.*

At the absolute minimum on a biweekly basis, the entire job site must be cleared of construction debris such as scrap wood, broken blocks, roof tile, etc. Our objective is to make the construction as bearable as possible for the other residents and as the number of building sites continues to decrease, the potential for disrupting neighbor's lives and destruction of their property becomes more likely. Your cooperation in minimizing the inconvenience to others during the building process will be expected.

The job site and area between the water and the seawall is to be thoroughly cleaned up prior to occupancy. The security deposit will not be returned until this is done. The repair of any road damage, damage to Common Areas, or damage to neighboring property (including the return of vacant lots to their pre-construction condition with weeds or grass) must be completed prior to return of the deposit.

III. **SECURITY AND SAFETY:** All persons are expected to comply with speed limits parking regulations, stop and yield signs as well as other Symphony Isles security regulations. After appropriate warning, violators will be denied access to the property if further violations occur. Owners are ultimately responsible for all actions of contractors, their employees, their subcontractors and their employees.

- IV. **LICENSING AND INSURANCE:** Before hiring a contractor to build a home, dock, or seawall, the owner should insure that the contractor is properly licensed in Hillsborough County and carries both Workman's Compensation Insurance and General Liability Insurance.
- V. **CHANGES:** Occasions may arise when it is necessary (or desirable) to make changes in approved plans. Changes to the interior of the home *do not* require approval. Changes to the exterior of the home or to site plans require approval of the Architectural Committee. Changes can be presented at the regularly scheduled Architectural Committee meetings, or if approval is needed quickly, by contacting the Committee Chairman or the President or Vice President. A plan change must be presented in writing.
- VI. **OCCUPANCY:** The owner is responsible for notifying the Architectural Committee at least a week prior to anticipated receipt of the Certificate of Occupancy (C.O.) and/or taking occupancy of the home. The owner will provide the Architectural Committee with a copy of the C.O. as soon as received, but no later than the day the owner begins living in the home. This will give the Architectural Committee time to inspect the exterior of the property for completeness of construction and landscaping, as per approved plans, prior to occupancy.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT

AGREEMENT

This agreement between the SYMPHONY ISLES MASTER ASSOCIATION, INC. (hereinafter known as the “Association”) and the Symphony Isles lot owner who wishes to begin construction of a home in Symphony Isles and whose signature appears at the end of this agreement (hereinafter known as the “lot owner”). The contractor, who will be constructing the lot owner’s home, whose signature also appears at the end of this agreement (hereinafter known as the “contractor”), shall also be a party to this agreement.

AND NOW, on the date set forth next to the lot owner’s signature at the end of this agreement the parties set forth above expressly agree as follows:

- I. The lot owner and contractor acknowledge and agree that they have received, reviewed, and fully understand the terms, conditions, requirements, duties, and obligations in the following documents:
 - A. The “AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS” for Symphony Isles Subdivision in effect as of the effective date of this agreement.
 - B. The “ARCHITECTURAL COMMITTEE REQUIREMENTS FOR CONSTRUCTION OF SINGLE FAMILY HOMES, Z LOT HOMES, AND TOWNHOUSES” in effect as of the effective date of this agreement.
 - C. The “ARCHITECTURAL COMMITTEE REQUIREMENTS FOR CONSTRUCTION OF DOCKS AND SEAWALLS” in effect as of the effective date of this agreement.
- II. The parties to this agreement expressly agree that the documents set forth in paragraph I.A., I.B., and I.C. above are incorporated as part of this agreement as if they were fully set forth herein.
- III. Failure to comply with any of the terms set forth in I.A., I.B. and/or I.C. shall constitute a breach of this agreement.
- IV. The parties to this agreement agree that they shall pay the monetary damages as more fully set forth hereafter in the event of a breach of I.A., I.B., and/or I.C. of this agreement. It is further agreed that all monetary damages in the amounts as set forth here after may be taken from the security deposit that the lot owner deposited with the Architectural Committee prior to construction. In the event that the security deposit is insufficient to pay all monetary damages incurred by the lot owner as a result of a breach or breaches of this contract, it is understood and agreed that the Association may institute legal proceedings to collect the balance of the monetary damages.
- V. It is further agreed and understood that the Architectural Committee on behalf of the Association shall determine compliance with this agreement including the occurrence of a breach or failure to comply by a lot owner or contractor or their employees or agents. Lot owner shall have the right to appeal any Architectural Committee decision with respect to monetary damages to the Association.

VI. In addition to the imposition of monetary damages as a result of a breach of this agreement, it is agreed and understood that the Architectural Committee may shut down a construction site, and deny access to lot owner's contractors, subcontractors, employees, and agents for a breach of this agreement. Said shut down shall be lifted upon rectification or remedy of the breach.

VII. Liquidated monetary damages for breach of this agreement shall be as follows:

- A. \$100.00 for each time a lot owner or contractor is requested to clean up a jobsite and fails to do so within 48 hours. Said request shall come from the Architectural Committee Chairman or his designee and may be written or oral.
- B. \$1000.00 if lot owner or contractor fails to have plans approved by the Architectural Committee prior to any construction.
- C. \$100.00 per infraction/breach for failure of any lot owner or contractor to have exterior color choices, roof tile choices, fence choices, and/or landscape choices approved by the Architectural Committee prior to any work commencement.
- D. \$500.00 if lot owner or contractor fails to have any plan changes approved by the Architectural Committee prior to implementation. In the event any construction is not according to submitted and approved plans this shall be deemed a plan change.
- E. \$1000.00 if a lot owner occupies a home prior to final inspection and approval by the Architectural Committee. The determination as to whether a home is occupied shall be at the sole discretion of the Architectural Committee.
- F. \$200.00 for any breach not set forth above.
- G. \$100.00 per day if home is not completed within one year of county issued building permit.

VIII. In the event lot owner or contractor build any structure or plant any landscaping without plan approval or contrary to approved plans, in addition to monetary damages, the Architectural Committee may require, and lot owner hereby agrees to remove and/or dismantle any such structure or landscaping.

IX. In the event legal action is instituted as a result of a breach of this agreement, the prevailing party shall have the right to collect reasonable legal fees, costs, and expenses from the non-prevailing party.

Lot Owner

Date

Contractor

Date

Architectural Committee Chairman,
On behalf of the Symphony Isles Master Association, Inc.

Date