

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