

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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SYMPHONY ISLES MASTER ASSOCIATION, INC.

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