

This Document Prepared By:
Molloy & James
325 South Boulevard
Tampa, Florida 33606-2150

*Molloy
James*

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INSTR # 2000021077
OR BK 10020 PG 1690

RECORDED 01/25/2000 11:14 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK D Ruprecht

**SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF HARBOURSIDE AT HARBOUR ISLAND**

This Supplemental Declaration is made this 19th day of January, 2000 by Centex Homes, a Nevada general partnership, hereinafter called "Declarant."

Whereas, Declarant is the owner of certain real property in Hillsborough County, Florida, described on the attached Exhibit "A;" (the "Property"); and

Whereas, Declarant has previously recorded that certain Declaration of Covenants, Conditions and Restrictions of Harbourside at Harbour Island recorded December 17, 1998, at O.R. 09565, Page 0293 of the public records of Hillsborough County, Florida, (the "Declaration"); as amended at O.R. 09593, Page 0966; and O.R. 09913, Page 0617; of the public records of Hillsborough County, Florida; and

Whereas, the Declaration provided in Article VII, Section 5, for the annexation of additional lands to the Property described in the Declaration by the filing of a supplemental declaration by Declarant; and

Whereas, the Declarant intends to make the adjacent Property, which is also part of Harbourside at Harbour Island, subject to the Declaration;

WHEREAS, Declarant intends to develop the Property into a residential community to consist of single family homes; and

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon the Property to protect its value and desirability;

NOW, THEREFORE, the Declarant hereby declares that the Property described on the attached Exhibit "A," shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions of Harbourside at Harbour Island Estates, recorded December 17, 1998, at O.R. 09565, Page 0293 of the public records of Hillsborough County, Florida, (the "Declaration"); as amended at O.R. 09593, Page 0966; and O.R. 09913, Page 0617; of the public records of Hillsborough County,

Florida, which is for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

WITNESSES:

Barbara C. Daly
Barbara C. Daly
Please Print Name

CENTEX HOMES,
a Nevada general partnership, by
Centex Real Estate Corporation, a
Nevada corporation, by

Michael M. Scott
Michael M. Scott
Please Print Name

Gary Jernigan
Gary Jernigan,
Division President
Tampa Division

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of January, 2000, by GARY JERNIGAN, as Division President, Tampa Division, of Centex Real Estate Corporation, a Nevada corporation, as general partner of Centex Homes, a Nevada general partnership, on behalf of the general partnership. He is personally known to me ~~or has produced~~ identification. as

Barbara C. Daly
NOTARY PUBLIC
Name: Barbara C. Daly
Serial #: CC547637 MY COMMISSION # CC547637 EXPIRES
May 3, 2000
My Commission Expires: _____
BONDED THRU TROY PAINT INSURANCE, INC.

EXHIBIT "A"

That part of a parcel of land bounded by SEDDON, GARRISON, AND SPARKMAN CHANNELS, according to map "U.S. HARBOR LINES, TAMPA HARBOR, FLORIDA, HILLSBORO RIVER AND HILLSBORO BAY" prepared by the Corps of Engineers, U.S. Army and approved by the Secretary of the Army on January 19, 1953, described as follows:

From the Most Southwesterly corner of HARBOUR HOMES PHASE TWO, according to the plat thereof as recorded in Plat Book 74, Page 31, public records of Hillsborough County, Florida and run thence South 84° 33'46" East, 643.04 feet along the Southerly boundary thereof and an Easterly extension to a point on the Combined Pierhead and Bulkhead Line for the Westerly side of Sparkman Channel; thence South 06° 17'13" West, 911.44 feet along said Combined Pierhead and Bulkhead Line to the Point of Beginning; thence continue along said Combined Pierhead and Bulkhead Line, South 06° 17'13" West, 754.69 feet to the Westerly boundary of a City of Tampa Force Main Easement as recorded in Deed Book 1546, Page 466, public records of Hillsborough County, Florida; thence along said Easement, the following two (2) courses: 1) North 83° 17'23" West, 77.92 feet; 2) North 25° 41'41" West, 729.19 feet to a point on a curve on the proposed Easterly right of way line of South Beneficial Drive; thence along said proposed Easterly right of way line the following two (2) courses: 1) Northerly, 6.31 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 10° 19'57" (chord bearing North 14° 08'21" East, 6.30 feet) to a point of tangency; 2) North 19° 18'19" East, 71.56 feet; thence South 83° 30'00" East, 18.65 feet; thence North 06° 30'00" East, 3.00 feet to a point of curvature; thence Northeasterly 9.42 feet along the arc of a curve to the right having a radius of 6.00 feet and a central angle of 90° 00'00" (chord bearing North 51° 30'00" East, 8.49 feet) to a point of tangency; thence South 83° 30'00" East, 132.45 feet to a point of curvature; thence Southeasterly, 22.01 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 50° 26'30" (chord bearing South 58° 16'45" East, 21.31 feet) to a point of compound curvature; thence Southwesterly, 9.28 feet along the arc of a curve to the right having a radius of 5.00 feet and a central angle of 106° 21'49" (chord bearing South 20° 07'24" West, 8.01 feet) to a point of tangency; thence South 73° 18'19" West, 12.19 feet; thence South 16° 41'41" East, 20.00 feet; thence North 74° 46'21" East, 56.02 feet; thence North 78° 45'13" East, 234.91 feet to the Point of Beginning.

This Document Prepared By:
Molloy & James
325 South Boulevard
Tampa, Florida 33606

INSTR # 99347413
OR BK 09913 PG 0617

RECORDED 11/09/1999 11:50 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK D Ruprecht

**SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
HARBOURSIDE AT HARBOUR ISLAND**

This Amendment is made this 5th day of November, 1999 by Harbourside at Harbour Island Homeowners' Association, Inc., ("Association") a Florida corporation.

Whereas, Centex Homes ("Declarant") is the owner of certain real property described as Harbourside at Harbour Island, as described on the attached Exhibit "A" (the Property); and

Whereas, Declarant has previously recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements of Harbourside at Harbour Island, recorded April 7, 1999, at O.R. 09565, Page 0293 of the public records of Hillsborough County, Florida; and amended at O.R. 09593, Page 0966, of the public records of Hillsborough County, Florida (the "Declaration"); and

Whereas, the Declaration provides in Article VII, Section 4 for amendment by the Association with approval of two-thirds of the Owners; and

Whereas, Declarant is the sole Owner and Member of the Association, and has approved this amendment;

Now, Therefore, the Association does amend the Declaration as follows:

1. Article II, Section 12, is hereby amended by the addition of the following sentence:

The Property is also subject to the provisions of the DE regarding the Wetlands Easement, Park Easement, and Access Easement.

2. Article XI, Section 1, is hereby amended by the addition of the following provisions:

The Association shall, to the fullest extent possible, coordinate its activities, actions, insurance and all other matters with those of the Master Association. The actions and proposed actions of the Association shall be subject to the power and authority of the Master Association as reserved pursuant to the terms of the Master Declaration.

3. Article XI, Section 3, is hereby added to provide as follows:

Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by the Master Declaration are for

the improvement and maintenance of any homestead thereon; (ii) the Master Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

4. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Declaration the date stated above.

WITNESSES:

HARBOURSIDE AT HARBOUR ISLAND
HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation,

Barbara C. Daly

BARBARA C. DALY
Please Print Name

By: Ken Podlin
Ken Podlin
President

Patti Reiley

PATTI REILEY
Please Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of November, 1999, by Ken Podlin as President of Harbourside at Harbour Island Homeowners Association, Inc. ~~He~~ She is personally known to me or has produced _____ as _____ identification.

Barbara C. Daly
NOTARY PUBLIC

Name: Barbara C. Daly
Serial #: _____
My Commission Expires: _____



Barbara C. Daly
MY COMMISSION # CCS47637 EXPIRES
May 3, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A"

DESCRIPTION: That part of a parcel of land bounded by SEDDON, GARRISON, and SPARKMAN CHANNELS, according to map of "U.S. HARBOR LINES, TAMPA HARBOR, FLORIDA, HILLSBORO RIVER AND HILLSBORO BAY" prepared by the Corps of Engineers, U.S. Army and approved by the Secretary of the Army on January 19, 1953, described as follows:

From the most Southwesterly corner of HARBOUR HOMES PHASE TWO, according to the plat thereof as recorded in Plat Book 74, Page 31, Public Records of Hillsborough County, Florida and run thence S.84°33'46"E., 643.04 feet along the Southerly boundary thereof and an Easterly extension to a point on the Combined Pierhead and Bulkhead Line for the Westerly side of Sparkman Channel; thence S.06°17'13"W., 385.93 feet along said Combined Pierhead and Bulkhead Line to the POINT OF BEGINNING; thence continue along said Combined Pierhead and Bulkhead Line S.06°17'13"W., 525.51 feet; thence S.78°45'13"W., 234.91 feet; thence S.74°46'21"W., 56.02 feet; thence N.16°41'41"W., 20.00 feet; thence N.73°18'19"E., 12.19 feet to a point of curvature; thence Northerly, 9.28 feet along the arc of a curve to the left having a radius of 5.00 feet and a central angle of 106°21'49" (chord bearing N.20°07'24"E., 8.01 feet) to a point of compound curvature; thence Northwesterly, 22.01 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 50°26'30" (chord bearing N.58°16'45"W., 21.31 feet) to a point of tangency; thence N.83°30'00"W., 132.45 feet to a point of curvature; thence Southwesterly, 9.42 feet along the arc of a curve to the left having a radius of 6.00 feet and a central angle of 90°00'00" (chord bearing S.51°30'00"W., 8.49 feet); thence S.06°30'00"W., 3.00 feet; N.83°30'00"W., 18.65 feet to a point on the Easterly right-of-way line of SOUTH BENEFICIAL DRIVE, according to the plat of SOUTH BENEFICIAL DRIVE EXTENSION as recorded in Plat Book 85, Page 6, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line the following four (4) courses: 1) N.19°18'19"E., 11.01 feet to a point of curvature; 2) Northerly, 73.75 feet along the arc of a curve to the left having a radius of 330.00 feet and a central angle of 12°48'19" (chord bearing N.12°54'09"E., 73.60 feet) to a point of tangency; 3) N.06°30'00"E., 389.83 feet to a point of curvature; 4) Northerly, 50.80 feet along the arc of a curve to the left having a radius of 200.00 feet and a central angle of 14°33'15" (chord bearing N.00°46'37"W., 50.67 feet); thence N.88°23'09"E., 445.20 feet to the POINT OF BEGINNING.

Containing 5.429 acres, more or less.

This Document Prepared By:
McIlroy & James
175 South Boulevard
Tampa, Florida 33606

INSTR # 99121270
OR BK 09593 PG 0966

RECORDED 04/22/99 04:25 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK J Anglin

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
HARBOURSIDE AT HARBOUR ISLAND**

This Amendment is made this 3rd day of March, 1999 by Harbourside at Harbour Island Homeowners' Association, Inc., ("Association") a Florida corporation.

Whereas, Centex Homes ("Declarant") is the owner of certain real property described as Harbourside at Harbour Island, as described on the attached Exhibit "A" (the Property); and

Whereas, Declarant has previously recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements of Harbourside at Harbour Island, recorded April 7, 1999, at O.R. 9565, Page 293 of the public records of Hillsborough County, Florida (the "Declaration"); and

Whereas, the Declaration provides in Article VII, Section 4 for amendment by the Association with approval of two-thirds of the Owners; and

Whereas, Declarant is the sole Owner and Member of the Association, and has approved this amendment;

Now, Therefore, the Association does amend the Declaration as follows:

1. The provisions of Article II, Section 9 are hereby deleted in their entirety and the following is substituted therefor:

Section 9. Maintenance.

(a) Responsibility of Association. The Association shall conduct certain scheduled maintenance activities upon the exterior portion of all lots as provided by the Board of Directors, including but not limited to the following: periodic lawn care service including but not limited to the repair, replacement, mowing, edging, weeding, fertilizing and maintenance of side yards, the non-enclosed portions of front yards, and rear yards which abut a Common Area alley used for vehicular access, including tree and shrub maintenance and maintenance of the Association's irrigation system; periodic maintenance of sidewalks and fences; periodic pressure washing walks, driveways and exterior building surfaces; periodic painting of exterior building surfaces, which shall be conducted as scheduled by the

Architectural Committee at least every five years; periodic repair and maintenance of siding, downspouts, and gutters; and roof replacement at least every twenty-five years. Each Lot is subject to an assessment for such activities as provided in the Declaration. The Association shall not perform any scheduled maintenance on: glass surfaces or windows; exterior doors or garage doors; trees, shrubs, lawns or landscaped areas within an enclosed patio or fully enclosed entry area, rear yard of a Lot not abutting a Common Area alley, or enclosed area of front yards. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. The Association shall have sole discretion as to the timing and necessity of maintenance activities. The Association shall not repair or correct any exterior maintenance problems except as part of a community-wide scheduled maintenance program scheduled by the Board of Directors. The Association shall not perform maintenance activities which are covered by any builder's warranty. The Association shall not have any duty to repair appearance defects, including but not limited to repair of cracks in concrete, stucco, or masonry less than 1/4 inch wide; discoloration of concrete; siding splits, cracks, flakes or peels; gaps in siding less than 1/4 inch; scratches or dents in siding; stains, mildew, or fungus on siding or painted surfaces; cracks in caulking; blistering or peeling of paint; color or texture variation or fading in painted surfaces; plywood seams showing in roof; color variation or mildew on roofs; or lawn indentations. Notwithstanding the above provisions, the Association may, pursuant to action of the Board of Directors and inclusion in the yearly budget, elect to perform any exterior maintenance activities.

(b) Responsibility of Owner. The Owner shall provide for all elements of exterior maintenance, except such scheduled maintenance activities performed by the Association under (a) above. All maintenance performed by the Owner shall be at least up to the neighborhood standards as adopted by the ARC, shall not interfere with Association maintenance performed under (a) above, and shall be subject to regulation by the Architectural Committee.

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any exterior maintenance or repairs to the Owner of any Lot if such Owner does not maintain in a reasonable condition any exterior area or landscaped area on such Owner's Lot, and such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the forgoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-six percent (66%) of the full Board may undertake such maintenance, replacement or repairs and may

assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by the Master Declaration.

(d) Exterior Maintenance Assessment. An Annual Exterior Assessment to provide and be used for the exterior painting and roofing reserves, lawn service activities, and other exterior maintenance provided for in (a) above, shall be assessed to each Owner by the Association as part of the Annual Assessment.

2. The provisions of Article IV, Section 3 are hereby deleted in their entirety and the following is substituted therefor:

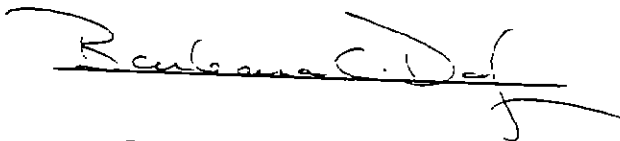
Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area and water management system, operating the entry gates, and those other responsibilities as outlined herein, (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration and the expenses of the Master Association, and (iii) exterior maintenance assessment as set out in Section 9, Article II. The annual assessment commencing January 1, 1999 shall not exceed One Thousand, Nine Hundred and Fifty-one Dollars (\$1,951), due in monthly installments of One Hundred and Sixty-three Dollars (\$163).

3. All other provisions of the Declaration shall remain in full force and effect.


IN WITNESS WHEREOF, the Association has executed this Declaration the date stated above.

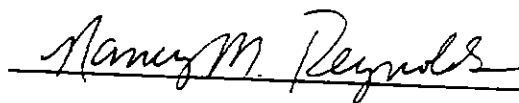
WITNESSES:

HARBOURSIDE AT HARBOUR ISLAND
HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation,



Barbara C. Daly
Please Print Name

By: 
Ken Podlin
President

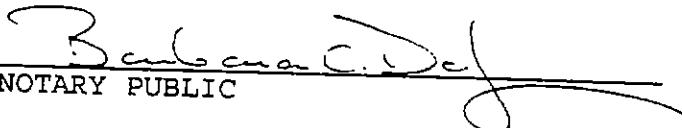


Nancy M. Reynolds

Please Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day
of March, 1999, by Ken Podlin as
President of Harbourside at Harbour Island Homeowners Association, Inc.
She is personally known to me or has produced
personally known as identification.


NOTARY PUBLIC



Barbara C. Dalv
MY COMMISSION # CC547637 EXPIRES
May 3, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Name: Barbara C. Dalv
Serial #: CC547637
My Commission Expires: 5/3/00

EXHIBIT "A"

DESCRIPTION: That part of a parcel of land bounded by SEDDON, GARRISON, and SPARKMAN CHANNELS, according to map of "U.S. HARBOR LINES, TAMPA HARBOR, FLORIDA, HILLSBORO RIVER AND HILLSBORO BAY" prepared by the Corps of Engineers, U.S. Army and approved by the Secretary of the Army on January 19, 1953, described as follows:

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Containing 5.429 acres, more or less.

INSTR # 99101860
OR BK 09565 PG 0293

RECORDED 04/07/99 12:16 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

✓ Prepared by and return to
Moiloy & James
325 South Boulevard
Tampa, Florida 33606

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
AND EASEMENTS OF
HARBOURSIDE AT HARBOUR ISLAND**

THIS DECLARATION, made this 17 day of December, 1998, by CENTEX HOMES, a Nevada general partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H

WHEREAS, Declarant is the fee simple owner of certain real property and improvements in Hillsborough County, Florida which is more particularly described as Harbourside at Harbour Island, as described in the attached Exhibit "A," (the "Property"), together with such additions thereto as may be designated from time to time by Declarant and made subject to this Declaration, all hereinafter referred to as the "Property," and plans to develop such Property under a common plan of development;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, Restrictions and Easements, which Declaration of Covenants, Conditions, Restrictions and Easements shall be and are easements, restrictions, covenants and conditions appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real Property set forth above or any part thereof or part added thereto, and their respective heirs, successors and assigns, as their respective interests may appear.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Association" shall mean and refer to Harbourside at Harbour Island Homeowners' Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist, which initial copies of are appended hereto as Exhibits "B" and "C".

Section 3. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 4. "Common Area" shall mean all real property (including any improvements thereon) which shall, from time to time, be designated by Declarant for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area shall initially include the following parcels and easements as shown on the plat of Harbourside at Harbour Island Phase 1: Tracts A, A1, A2, A3, B1, B2, C, D, G, and the 4' Private Drainage Easement, 4' Access & Utility Easement, 5' Private Drainage Easement, 8' (Private) Drainage Easement, 15' Private Drainage Easement, 7' Utility Easement, and 9' Utility Easement.

Section 5. "Declarant" shall mean and refer to Centex Homes, and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Hillsborough County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

Section 6. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 7. "Dwelling" shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

Section 8. "FHA" shall mean the Federal Housing Administration.

Section 9. "Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

Section 10. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 11. "Lot" shall mean and refer to a plot of land shown and identified upon any site plan of the Property now or hereafter made subject to this Declaration, which is intended for use of one residential unit.

Section 12. "Master Association" shall mean the Harbour Island Community Services Association, Inc., a Florida corporation.

Section 13. "Master Declaration" shall refer to the Harbour Island Declaration of Covenants, Conditions and Restrictions, recorded at O.R. 4606, Page 1182 of the public records of Hillsborough County, Florida.

Section 12. "Member" shall mean a Member of Harbourside at Harbour Island Homeowners' Association, Inc. as set forth in Article III.

Section 13. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 14. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner. Both the Declarant and Builders are Owners for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

Section 15. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 16. "Property" shall mean all of the real property described herein, and such additional property as may be added thereto by annexation."

Section 17. "Recorded" shall mean filed for record in the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

Section 18. "Structure" shall mean: Any thing or object,

the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Section 19. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

Section 20. "VA" shall mean the Veterans Administration.

ARTICLE II

COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

- (a) The right of the Association to charge reasonable

admission and other fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Homeowners' Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.

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

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided however, the Common Area cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

(e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Member duly called and convened, and of the Southwest Florida Water Management District if the surface water management system is involved in such transfer.

Section 3. Responsibilities of the Association and Release of Liability.

a. Upon conveyance, the Association shall be responsible for the Common Area, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to and shall operate and maintain common property in the Common Area, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention ponds, culverts and related appurtenances. The Association shall be responsible to maintain the wastewater collection system located within the Common Area, and the water distribution system located in the Common Area.

b. Any private streets, street lights, sidewalks, private utilities for water or sewer, other private utilities, drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Declarant as part of the subdivision improvements or The Work, shall be maintained by the Association in the same condition and appearance as constructed or created. The Association shall establish reserves for the replacement of the subdivision improvements located on Common Area.

c. By acceptance of a deed to a Lot within the Property, Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Furthermore, Owner acknowledges that the Property may have one or more gates at the entrances to assist in attempting to limit access to the Property to the residents therein and their invitees. Owner acknowledges and agrees, however, that the gates will be open during the hours for which Declarant needs access to the model homes, construction trailer(s) or for the development of the Property or construction of homes. After Declarant notifies the Association through its Board of Directors that Declarant no longer needs such regular access, the Association will determine the hours, if any, for which the gates will be open. Owner further acknowledges and agrees that said gates do not guarantee the

security of Owner's personal safety or security of Owner's property. Owner acknowledges that the Declarant and the Association have no control over said gates and Owner hereby releases Declarant from all liability related to the gates. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owner's safety and security of their property, because the gates in and of themselves will not protect Owner from and against said risks and dangers. Owner further agrees that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas. Owner agrees that the Declarant and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of the gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate. The Association shall have the responsibility for providing for gate access for all Owners, and of maintaining all other systems for Owner identification and access. The City of Tampa Water Department shall not be liable for any damages occurring because of its inability to obtain access through the gate.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the Homeowners' Association Rules, his right of enjoyment of the Common Area and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 5. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are

less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Members elect to rebuild.

Section 6. Common Area Easements.

a. Declarant has dedicated and conveyed or will dedicate or convey to the Association for use and maintenance of utility, drainage, wall and landscape easements, together with a right of ingress and egress over and across the easement areas for such purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage structures or walls, or which may impede the flow of water through drainage structures in the easements. Easement areas within a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, unless maintained by the Association. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

b. Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Areas constructed as streets and roadways. Water service will be provided by the City of Tampa. Sewer service will be provided by the City of Tampa.

c. Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

d. Declarant hereby reserves an easement across the Common

Area and all Lots for the installation, maintenance and use of Cable Television Distribution facilities and lines. This easement may be transferred in whole or in part to any franchised cable television operator.

e. The 4' Access and Utility Easement located adjacent to Common Area and across certain Lots is reserved by the Declarant for conveyance to the Association in perpetuity for the non-exclusive use of members, guests, invitees, and all providers of utility services for access and utility purposes.

Section 7. Water Management Areas. The following restrictions apply to all areas within the Property, including Common Area and Lots.

a. Each property Owner within the subdivision shall have the responsibility at the time of any construction, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District.

b. Each Owner shall have the responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds or jurisdictional areas abutting their property, unless permitted by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, and cutting. Lot owners should address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Department.

c. No owner of property within the subdivision may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, Florida Administrative Code.

d. The Association shall maintain, as part of the Common

Area, drainage structures for the Property and comply with conditions of the Permit from the Southwest Florida Water Management District ("the District") for the drainage system (the "Drainage System"). The Association, shall, when requested by Declarant, accept transfer of the District Permit for the Property. The conditions may include monitoring and record keeping schedules, and maintenance.

e. No Owner may perform any activity in the wetland conservation area described in the approved Southwest Florida Water Management District permit and recorded plat of the subdivision, unless prior written approval is received from the Southwest Florida Water Management District Tampa Permitting Department pursuant to Chapters 40D-4, 40 and 400, Florida Administrative Code.

Section 8. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any Supplemental Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article or by any Supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such Supplemental Declaration, unless this Article, or such Supplemental Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.

Section 9. Maintenance.

(a) Responsibility of Association. The Association shall provide maintenance upon each Lot and each Lot is subject to an assessment for such maintenance, as the case may be, as follows: (i) the exclusive right to conduct exterior maintenance including but not limited to the repair, replacement, mowing, edging, weeding, fertilizing and maintenance of side yards and the non-enclosed portions of front yards of Lots, trees, shrubs, landscaped areas including sidewalks, fences, and their replacements; (ii) the exclusive right to painting and repair of exterior building surfaces, siding, downspouts, and gutters, which must be conducted

as scheduled by the Architectural Committee; (iii) the cost of labor and materials for the replacement, repair and maintenance of roofs on individual Lots; (iv) maintaining, replacing and pressure washing lead walks, driveways and exterior building surfaces on each Lot; (v) repair, replacement, and maintenance of the utility easements located outside of the rear yard; (vi) maintenance of irrigation systems in the front yards and side yards on individual Lots and within the Irrigation Easement; (vii) maintenance of any Wall Easement; and (viii) the repair, replacement, mowing, edging, weeding, fertilizing and maintenance of rear yards of Lots which rear yards abut a Common Area alley used for vehicular access. The Association's duty of exterior maintenance does not include the following items on Lots: glass surfaces; replacement of exterior doors or any trees, shrubs, lawns or landscaped areas within an enclosed patio or fully enclosed entry area, rear yards of Lots not abutting a Common Area alley, and enclosed area of front yards. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, or entitled, to conduct such activities except as set out in this Section 9, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property. The Association shall have sole discretion as to the timing and necessity of maintenance activities.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each owner shall be individually responsible: (i) repair or replacement of all glass surfaces on his/her Lot; (ii) replacement of exterior doors; (iii) replacement of any trees, shrubs, lawns or landscape areas within a fully enclosed patio or entry area, enclosed portion of the front yard, or rear yard not abutting a Common Area alley; (iv) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (v) repair or replace any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or

replacement is required because of any gross negligence or the willful act of such Owner or any member of such owner's family or household, or any invitee of such Owner.

(c) Insurance on Lots. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against: (i) loss or damage by fire, hurricane, tornado, wind-storm, and other hazards covered by a standard extended coverage endorsement, and; (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

The Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an owner shall fail to provide such insurance the Association may obtain such insurance and shall assess the owner for the cost of same in accordance as a specific assessment as defined herein.

(d) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence

of the forgoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

(e) Exterior Maintenance Assessment. An Annual Exterior Maintenance Assessment to provide and be used for the exterior maintenance, repair, servicing, renewal, replacement or improvement of the exterior of each Lot, including reserves for any and all of the foregoing may be assessed.

Section 10. Reciprocal Easements and Association Utility Easements. There are reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, and between adjacent Lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article X of this Declaration; for common fences between Lots; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Declarant, and for replacements thereof; for fences; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; for water, sewer, electric, telephone and cable utility lines for the service of any unit, and for the drainage of ground and surface waters in the manner established by Declarant. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and adjacent support and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of encroachment extend to a distance of not more than five feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point.

To the extent that any land or improvement which constitutes part of the Property, now or hereafter supports or contributes to the support of any land or improvement constituting another part of

the Property, the aforesaid land or improvement, or both land and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

If any portion of the Common Area encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the Work performed by Declarant encroaches upon the Common Area or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or on the Lots for the purposes of marketability of title. In the event a building on the Common Area or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that minor encroachments of parts of the Common Areas, or other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

Declarant hereby grants to the Association an easement over all of the Property including each Lot, for the installation and maintenance of utility lines and access thereto. Such utility lines shall include, without limitation, electric, telephone, cable, water, and wastewater lines for the service of nearby Lot or Lots, as such lines are originally installed by the Declarant.

Section 11. Lot Easements. Declarant hereby grants to the Association a perpetual easement over the exterior portions of each Lot for the purposes of maintenance and access as specified in this Article.

Section 12. Stormwater Outfall Pipe Easement. A Stormwater Outfall Pipe easement exists over portions of the Common Area and Lots pursuant to the Declaration of Easements ("DE") executed by Declarant and Harbour Island, Inc., and recorded at O.R.9258, Page 0001, of the public records of Hillsborough County, Florida. The DE provides that the Association, as assignee of the Declarant,

shall be solely responsible for maintaining the surface area of the Relocated Stormwater Outfall Pipe Parcel, including all planting, landscaping, screening walls, paving and similar structures. The Master Association shall be responsible for the maintenance, repair and replacement of the relocated Pipe, however, if in connection with any such repairs or replacements by the Master Association, it is necessary to take measures to protect adjacent buildings, building foundations or other improvements (whether by shoring or otherwise), then the cost of such measures shall be borne solely by the Association. If the Master Association takes measures, it shall provide the Association with an invoice for reimbursement of its expenses. Said invoice shall be accompanied by the supporting invoices documenting the relevant expenses. The Association shall pay the Master Association's invoice within thirty days after receipt thereof.

ARTICLE III

HARBOURSIDE AT HARBOUR ISLAND HOMEOWNERS' ASSOCIATION, INC.

Section 1. Purpose. The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.

Section 2. Membership.

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents;

provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,

(b) On January 1, 2007, or

(c) When the Declarant waives in writing its right to Class B membership.

Section 4. Rights and Obligations of the Association. Besides those responsibilities to the Common Area outlined in Article II, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority or

utility. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate. The Association has the power to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Homeowners' Association Rules.

Section 6. Capital Improvements. Except for: (i) the replacement or repair of items installed by Declarant as part of the Work, if any; (ii) the repair and replacement of any personal property related to the Common Area; or (iii) as set forth in Article II, Section 5, the Association may not expend funds for capital improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 8. Homeowners' Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and

regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 617, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

The Association's Rules shall include rules for the speed limits and traffic regulation on roadways in the common area, and rules for usage of the recreational facilities in the common area. The Association may contract with the City of Tampa for enforcement of traffic regulations on the common area roads, as provided by Section 316.006(3)(b), Florida Statutes. If the Association itself chooses to enforce traffic regulations, the regulations shall be enforced in the same manner as other rules and regulations of the Association, which is by fine and lien pursuant to Chapter 617, Florida Statutes.

No Owner, Occupant, or person residing within a Dwelling, or their invitees, may violate the Association's rules and regulations for the use of the Property, and all such persons shall comply with such rules and regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activity, condition or structure. Without limitation, any rules or regulations will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose.

Section 9. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provision called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Homeowners' Association Rules.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall, and all Owners as shareholders hereby agree that the Association shall, indemnify each officer, director, employee, and management contractor from any all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self executing, and the Association may also take any action desired to carry out its purposes.

Section 11. Cable Television System. The Association may contract with a franchised cable television operator to provide cable television service in bulk to all of Harbourside at Harbour Island. This service may include channels for security information

and for a community bulletin board. If the Association enters into such an agreement, each Lot shall pay for such cable television charges as part of the monthly payment of the annual assessment.

Section 12. Master Association. The Association shall coordinate all activities with those of the Master Association.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements including working capital improvement fund, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Area, such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as

defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the operation of the entry gates; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area and water management system, operating the entry gates, and those other responsibilities as outlined herein, (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration and the expenses of the Master Association, and (iii) exterior maintenance assessment as set out in Section 9, Article II. The annual assessment commencing January 1, 1998 shall not exceed One Thousand, Three Hundred and Twenty Dollars (\$1,308), due in monthly installments of One Hundred and Ten Dollars (\$110).

Section 4. Maximum Annual Assessment. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges

for the common area or cable televisions charges shall not be included, but shall be automatically passed on as part of the assessment. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the annual assessment at any time during the year to provide for an increase in utility charges for the common area, or cable television charges for Lots.

Section 5. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessment authorized above, the Association may levy special assessments as follows:

- i. Upon sale of the first Lot by the Declarant to a third party, a special assessment for a working capital fund, equal to six (6) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of each Lot to a third party. The aggregate working capital fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.
- ii. In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which

is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 617, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner. Specific Assessments shall also include water and sewer charges pursuant to Section 18 hereof.

Section 7. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the

Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 8. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 business days nor more than 10 days in advance of the meeting.

Section 9. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration.

Section 10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 11. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this Declaration or January 1, 1999, whichever occurs later.

Section 12. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 13. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are

deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 15. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of

the Association with respect to such lien, including priority, to the extent of such payment.

Section 16. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

Section 17. Special Assessments. Each Owner shall be responsible for any special assessments by any entity of government made with regard to such Owner's property, including capacity assessments made by The City of Tampa.

Section 18. Utility Assessments. The Association may choose to have the subdivision metered for water and wastewater utilities as a whole, and individually meter individual residences for water or wastewater usage. If so, the Association shall bill each Owner monthly for such services, which shall be a specific assessment as provided above. The assessment for water and wastewater charges shall include an amount for the cost of billing and for the costs of meter reading. In addition to the other remedies specified in this Article, after ten days notice, the Association may physically terminate water service for failure of the Owner to timely pay such assessment.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in Harbourside at Harbour Island have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in Harbourside at Harbour Island have been fully

developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association and all the Owners of Lots in Harbourside at Harbour Island to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act. Notwithstanding the foregoing, if additional property is annexed and subjected to this Declaration in accordance with Article VIII, Section 5, then, as to the Lots in each subsequent phase, Declarant shall be the Architectural Control Committee until such time as all such Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, after which the Architectural Control Committee established by the Association shall take over.

Section 2. Design Standards. The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.
- (iv) establishing guidelines for approval of landscaping changes and maintenance of structures, including roof

replacement.

Generally, exterior modifications to the structures constructed by Declarant are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Harboursideat Harbour Island, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. No landscaping may be added to the front yard of any Lot without approval of the Architectural Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the Architectural Control Committee.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be

deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

It shall be the responsibility of each Owner at the time of construction of any structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of

or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in section 4 below, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Certification by Architectural Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 5. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Control Committee with respect to the violation then the Board shall provide written notice to the

Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Control Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Signs. No sign of any kind will be displayed to public view within the Property except (i) customary name and address signs on each Lot, (ii) one (1) Lot sign of not more than six (6) square feet in size, placed in the front yard only, advertising a Lot for sale or rent, or (iii) no trespassing, no solicitation, beware of dog or such similar signs affixed to the

front of a Dwelling, not to exceed one-half (1/2) square foot in size, and approved by the Association as to color. No sign shall be lighted. No advertising or third-party signs shall be permitted except as provided in (ii) above. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant or its designee to advertise the Property during the promotion and construction of Dwellings and sale of Lots.

Section 2. General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors or waste and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Declarant in construction, maintenance or sale of Dwellings.

Section 3. Use of Lots. Each Lot may be improved and used for residential purposes only and only one residence, approved in accordance with Article V, may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Property or a home occupation as approved by The City of Tampa.

Section 4. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than four (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances

existing from time to time. No outside animal pen, cage or shelter shall be constructed without approval of the Architectural Committee. No fenced dog runs are permitted.

Section 5. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than twenty-four (24) hours prior to the scheduled pickup.

Section 6. Appurtenances. No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural Committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty (20) feet of a side street line. No storm doors or screen doors are permitted on the front door of a Dwelling. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed on any Lot. No above-ground swimming pools, free-standing storage sheds or outbuildings, screening of front porches or garages, antennas or solar collectors are permitted on any Lot.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural Committee. The structure shall not be visible from the street.

Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no water craft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether

mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways. A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within a standard sized garage, and provided in each instance that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights-of-way. A "permitted vehicle" shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area.

Section 8. Dwellings. Only one Dwelling may be constructed on any Lot. The minimum square footage of each Dwelling shall be 800 square feet of air conditioned living space. No trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a Dwelling by

Declarant or its transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard and rear yard setback requirements set forth in the The City of Tampa Zoning Regulations. No structural or non-structural additions shall be permitted without written permission of the Architectural Committee. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies or similar treatments shall be permitted.

Section 9. Access By Association. The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any Dwelling shall not be made without the consent of its Owner or Occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry upon a Lot by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 10. Fences. No fences shall be erected or maintained on any Lot except as originally installed by the Declarant.

Section 11. Replacement. In the event a Dwelling is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and re-sod and landscape the Lot in a sightly manner.

Section 12. Mailboxes. The Architectural Committee may approve a standard mailbox design for use throughout the Property. No mailboxes shall be installed which do not meet the adopted

standard, if any, or are approved by the Architectural Committee.

Section 13. Use of Waterways and Recreational Areas. No Owner, Occupant or invitee shall permit the use of any water craft, motorized or non-motorized, on any lake or ponds in the Property, or permit the construction or maintenance of any dock, or permit any storage of any items on the banks of such lakes or ponds. The Association shall, by rule, adopt regulations for the control of fishing and recreational areas within the Property.

Section 14. No Direct Access to Offsite Park. No Owner shall permit direct access from any Lot to any park or recreational area adjacent to the subdivision, including the linear park located west of phase 2 of the subdivision. All access to such parks and recreational areas shall be through common areas of the subdivision and access points designated in the park plan.

Section 15. Window Coverings. No window coverings or treatments, which include all objects placed within twelve inches of an exterior window which obstruct the clear window area to any degree, shall be of any color other than white or beige. The Architectural Control Committee, in its sole discretion, may grant approval to other window coverings which do not meet the above criteria, on a case specific basis, upon finding that the proposed window covering is in compliance with the overall aesthetic scheme of the residence and its surroundings. Any such grant by the Architectural Control Committee shall not preclude the denial of approval for similar window coverings in another residence for which the Architectural Control finds that the above criteria are not met.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association, the Master Association, or any Lot Owner, jointly and severally, shall have the right in addition to procedures set out in Article V, Section 5 and Article II, Section 9, to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs

of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

Section 2. Severability. If any term or provision of this Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part.

Section 4. Amendment. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by two-thirds (2/3) of the Owners. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or have the right to subject additional properties to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of the Declarant under this Declaration.

Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend

this Declaration, from time to time, for a period of five (5) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of Harbourside at Harbour Island. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District. Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Section 5. Annexation of Additional Property. Within five (5) years of the date of execution of this Declaration, Declarant may add lands to the Property described herein, by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Control Committee and the Association. For purposes of Article IV, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require prior approval of the FHA/VA: annexation of additional land, dedication of Common Area, and amendment or termination of this Declaration.

Section 7. Amplification. The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

Section 8. Permission. When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 9. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Declaration.

Section 10. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 11. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

Section 12. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

ARTICLE VIII

DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 1. Association Responsibilities. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Developer nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of Harbourside at Harbour Island including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

(d) The Association may employ the use of security cameras

and portions of the community cable television system for security purposes. This service will be without backup and available only to cable television customers. The operation of this system by the Association is for the convenience of Owners only. The Association, Declarant, and all agents thereof shall have no liability to any person regarding the operation or failure of operation of such security camera system.

Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

Section 2. Natural Areas on the Property. The Property contains corridors, trails and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or common areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this article, "Association" shall include within its meaning the Declarant and all of Association's and Declarant's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

ARTICLE IX

INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Insurance. Insurance, other than title insurance, which shall be carried upon the Common Area shall cover the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the owner shall obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation To meet the requirements of Law.

4. Other. Such other insurance as the Board Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within The Traditions as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. Condemnation. In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

ARTICLE X

PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS

Section 1. General Rules of Law to Apply. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots, and the roofs between Lots for attached units, are considered to be a party wall, fence or roof.

To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls, fences and roofs.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and replacement of a party wall, fence and roof shall be shared by the Owners who make use of the wall, fence and roof in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall, fence or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any owner who has used the wall, fence or roof may restore, it; and, if other Owners thereafter make use of the wall, fence or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall, fence or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such owner's successors in title.

ARTICLE XI MASTER ASSOCIATION


Section 1. The Property shall be subject to the Harbour Island Declaration of Covenants, Conditions and Restrictions,

recorded at O. R. 4606, page 1182, of the public records of Hillsborough County, Florida, as may be amended from time to time. Members under the Declaration shall be a member under the Master Declaration, and shall be subject to the assessment provisions of the Master Association for expenses of application for all of lands encumbered by the Master Association.

Section 2. Common Area. The Common Area defined under this Declaration shall not be common area of the Master Association. Owners under the Master Declaration who are not Owners under this Declaration shall have no rights or interest in the Common Area under this Declaration, and use of the Common Area shall be restricted as provided herein.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

WITNESSES:

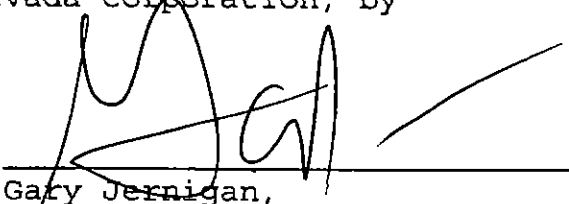


BARBARA C. DALY
Please Print Name



RICHARD FADIL
Please Print Name

CENTEX HOMES,
a Nevada general partnership, by
Centex Real Estate Corporation, a
Nevada corporation, by


Gary Jernigan,
Division President
Tampa Division

STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th
day of DECEMBER, 1998, by GARY JERNIGAN, as Division
President, Tampa Division, of Centex Real Estate Corporation, a
Nevada corporation, as general partner of Centex Homes, a Nevada
general partnership, on behalf of the general partnership. He is
personally known to me or has produced
personally known as identification.

Barbara C. Daly

NOTARY PUBLIC

Name: BARBARA C. DALY
Serial #: _____
My Commission Expires: _____



Barbara C. Daly
MY COMMISSION # CC547837 EXPIRES
May 3, 2000
BONDED THRU TROY FAIR INSURANCE, INC

EXHIBIT "A"

DESCRIPTION: That part of a parcel of land bounded by SEDDON, GARRISON, and SPARKMAN CHANNELS, according to map of "U.S. HARBOR LINES, TAMPA HARBOR, FLORIDA, HILLSBORO RIVER AND HILLSBORO BAY" prepared by the Corps of Engineers, U.S. Army and approved by the Secretary of the Army on January 19, 1953, described as follows:

From the most Southwesterly corner of HARBOUR HOMES PHASE TWO, according to the plat thereof as recorded in Plat Book 74, Page 31, Public Records of Hillsborough County, Florida and run thence S.84°33'46"E., 643.04 feet along the Southerly boundary thereof and an Easterly extension to a point on the Combined Pierhead and Bulkhead Line for the Westerly side of Sparkman Channel; thence S.06°17'13"W., 385.93 feet along said Combined Pierhead and Bulkhead Line to the POINT OF BEGINNING; thence continue along said Combined Pierhead and Bulkhead Line S.06°17'13"W., 525.51 feet; thence S.78°45'13"W., 234.91 feet; thence S.74°46'21"W., 56.02 feet; thence N.16°41'41"W., 20.00 feet; thence N.73°18'19"E., 12.19 feet to a point of curvature; thence Northerly, 9.28 feet along the arc of a curve to the left having a radius of 5.00 feet and a central angle of 106°21'49" (chord bearing N.20°07'24"E., 8.01 feet) to a point of compound curvature; thence Northwesterly, 22.01 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 50°26'30" (chord bearing N.58°16'45"W., 21.31 feet) to a point of tangency; thence N.83°30'00"W., 132.45 feet to a point of curvature; thence Southwesterly, 9.42 feet along the arc of a curve to the left having a radius of 6.00 feet and a central angle of 90°00'00" (chord bearing S.51°30'00"W., 8.49 feet); thence S.06°30'00"W., 3.00 feet; N.83°30'00"W., 18.65 feet to a point on the Easterly right-of-way line of SOUTH BENEFICIAL DRIVE, according to the plat of SOUTH BENEFICIAL DRIVE EXTENSION as recorded in Plat Book 85, Page 6, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line the following four (4) courses: 1) N.19°18'19"E., 11.01 feet to a point of curvature; 2) Northerly, 73.75 feet along the arc of a curve to the left having a radius of 330.00 feet and a central angle of 12°48'19" (chord bearing N.12°54'09"E., 73.60 feet) to a point of tangency; 3) N.06°30'00"E., 389.83 feet to a point of curvature; 4) Northerly, 50.80 feet along the arc of a curve to the left having a radius of 200.00 feet and a central angle of 14°33'15" (chord bearing N.00°46'37"W., 50.67 feet); thence N.88°23'09"E., 445.20 feet to the POINT OF BEGINNING.

Containing 5.429 acres, more or less.