

OFF. REC. 5620 PG 107

INDEX TO ANDALUCIA SUBDIVISION
COVENANTS, RESTRICTIONS AND ASSESSMENTS

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RECORD VERIFIED

Richard A. Steele
Clerk of Circuit Court
Hillsborough County, Fla.
By Kimberley A. Steele, D.C.

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DECLARATION OF COVENANTS, RESTRICTIONS
AND ASSESSMENTS FOR
ANDALUCIA, A PRIVATE SUBDIVISION AT APOLLO BEACH

P R E A M B L E

WHEREAS, APOLLO CAY CORPORATION, a Florida corporation, and FRANDORSON PROPERTIES, a Michigan limited partnership (collectively referred to as "Developer"), have designed this Declaration of Covenants, Restrictions and Assessments (this "Declaration") to protect and maintain the integrity of ANDALUCIA, a Private Subdivision (the "Subdivision"), and

WHEREAS, Developer will incorporate under the laws of the State of Florida the Andalucia Master Association, Inc., as a non-profit association (the "Association") to be governed by the property Owners, which shall be entrusted with the responsibility to implement and enforce this Declaration in the best interest of all property Owners of the Subdivision in keeping with the purposes expressed herein; and

WHEREAS, APOLLO CAY CORPORATION and FRANDORSON PROPERTIES, as Developer and Owner of the lands described herein, have deemed it desirable for the preservation, protection and enhancement of the values and amenities in Andalucia and to insure the residents' enjoyment of specific rights, privileges and easements in the community properties and facilities that this Declaration be executed and recorded in the public records;

NOW, THEREFORE, Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II is and shall be conveyed

PREPARED BY: Robert Alyward, Esq.
P.O. Box 499
Tampa, FL 33601-0499

RETURN TO: COMMERCE TITLE INSURANCE
218 Apollo Beach Blvd.
Apollo Beach, FL 33570

1.5 Club means the beach club and facilities to be constructed in phases on Lot D pursuant to Sections 6.1 and 6.2 hereof, which Club shall be owned, administered, operated and maintained by the Association as part of the Common Area.

1.6 Commercial Parcel means any portion of the Subdivision designated by Developer for commercial, office, or other nonresidential uses that are not substantially incompatible with the existing single-family and multi-family residential development, or any combination of the foregoing, in a Supplemental Declaration.

1.7 Common Area means all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.8 Condominium Unit means any residential "condominium parcel" (as such term is defined in the Florida Condominium Act) created by a Supplemental Declaration in any Section of the Subdivision.

1.9 Condominium Association means any non-profit membership corporation created by Developer with membership limited to, and required of, those persons who collectively own an identified group of Condominium Units within a particular Section of the Subdivision and designated by Developer in a Supplemental Declaration.

1.10 Developer means Frandorson Properties and Apollo Cay Corporation, Inc., their successors and assigns.

1.11 Homeowners' Association means any non-profit membership corporation created by Developer with membership limited to, and required of, those persons who collectively own an identified group of residential Lots within a particular Section of the Subdivision.

1.12 Limited Common Area means all real property from time to time owned by the Developer and conveyed to the Association for the common use and enjoyment of certain designated Owners only, as set forth in any Supplemental Declaration.

1.13 Lot means and includes each Single-Family Lot, each Condominium Unit created by a Supplemental Declaration, and each multi-family attached or detached townhouse Lot created by a Supplemental Declaration, and means and includes each Commercial Parcel.

1.14 Member means and refers to members of the Andalucia Master Association, Inc.

1.15 Owner means and refers to the record owner, whether one or more persons or entities, of the fee simple title or beneficial use of any Lot situated within Andalucia, but shall not include mortgagees unless the mortgagor has acquired title by foreclosure or deed in lieu of foreclosure.

1.16 Parking/Maintenance Facility means the guest parking lot and maintenance building to be constructed on Lot F which shall be owned, administered, operated and maintained by the Association as part of the Common Area.

1.17 Private Docking Facility means the boat docking facility and related amenities which may be developed by Developer in the Special Management Area adjacent to Lot G of the Subdivision, which Private Docking Facility, if developed, shall be a separate "boat slip" condominium, operated by a condominium association. The Private Docking Facility shall be established in a Supplemental Declaration to this Declaration.

1.18 Roads include each road, street, boulevard, lane, loop, drive, circle, or other similarly designated right-of-way on the recorded subdivision plat or plats for the Subdivision.

1.19 Section means any portion of the Subdivision that is designated as a Section in a Supplemental Declaration filed by Developer and that consists of one of the following: (i) an identified group of Single Family Lots or townhouses within the Subdivision whose Owners are the sole members of a Homeowners' Association, (ii) an identified group of Condominium Units within the Subdivision whose Owners are the sole members of a Condominium Association, (iii) one or more Commercial Parcels or (iv) the Private Docking Facility.

1.20 Single-Family Lot means any numbered plot of ground that is designated or shown as a single-family residential Lot on a recorded subdivision plat or plats of any portion of the Subdivision.

1.21 Supplemental Declaration means any declaration of covenants, conditions, restrictions, or easements that may be recorded by Developer for the purpose of supplementing or

amending this Master Declaration, for the purpose of declaring any portion of the Property as a Section, or for the purpose of declaring certain portions of the Subdivision as Common Areas or Limited Common Areas.

1.21 Townhouse Lot means any numbered plot of ground designated or shown as a residential multi-family attached or detached townhouse Lot on any recorded subdivision plat or plats for the Subdivision.

2.

Property Owners' Rights

2.1 Title and Rights. Each Owner shall have all rights and title to any Lot owned and may exercise full proprietary interest therein subject only to the covenants contained in this Declaration and any other conditions voluntarily contracted. All easements, amendments to the Declaration and Supplemental Declarations, as well as provisions of the Association's Articles of Incorporation and By-Laws, shall be construed to be "other conditions voluntarily contracted".

2.2 Common Area Rights. Developer may retain legal title to the Common Area, Limited Common Area, and Areas of Common Responsibility until a total of seventy percent (70%) of the single-family homes, Condominium Units, townhomes, or any combination thereof, have been constructed, completed, and conveyed to a person or entity other than Developer, and occupied, at which time the Common Area, Limited Common Area, and

Areas of Common Responsibility shall be conveyed to the Association. Developer may convey said property to the Association earlier if Developer determines the Association is sufficiently self sustaining. Each member of the Association 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, subject to the following provisions:

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

b. The right of the Association to suspend the voting and user rights to facilities of any Owner who is in violation of this Declaration or the rules and regulations of the Association or delinquent in payment of assessments due the Association. Notwithstanding any other provisions of this Declaration, the Association shall not have the power to suspend or impair any of the easements over the Roads in the Subdivision, which easements are intended to be permanent rights in real property appurtenant to each Lot in the Subdivision.

c. The right of Developer and the Association to grant easements in and to the Common Area for access, utility and cable television services, drainage facilities, and other public uses which benefit the Subdivision as a whole, or to relocate any existing access, utility and cable

television services, drainage facilities or other easements in any portion of the Common Area.

d. The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional Common Areas or for constructing, repairing, or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Area except Roads, provided further that the lien and encumbrance of any such mortgage shall be subordinate to the rights of the Owners under this Declaration.

e. The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association.

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

g. The right of Developer, and Developer's sales agents, customers, representatives, and designated assigns, to the nonexclusive use of the Common Areas and the improvements thereon and facilities thereof, without charge, for sales, display, access, construction, ingress, egress, and exhibit purposes.

Subject to all of the foregoing, any Owner also may be granted a right and non-exclusive easement of enjoyment in and to

any Limited Common Area by any Supplemental Declaration; and such right and easement of enjoyment also is appurtenant to, and shall pass with, the title to each such Owner's Lot.

2.3 Access. Each Owner shall have the right to ingress and egress over and across the Common Areas necessary for access to the Owner's Lot and shall have the right to lateral support for the Owner's Lot. Rights of ingress and egress shall consist of a right of access by each Lot Owner to his own Lot and to all other Lots in the Subdivision (including future additions thereto). It is the intent hereof that every Owner and all members of the Owner's household as well as the Owner's licensees and invitees shall have the full use of the Roads in the Subdivision (including future additions thereto), subject only to reasonable security precautions imposed by the Association.

2.4 Guests and Invitees. Each Owner, subject to the restrictions of the Association By-Laws, may delegate the Owner's right to use and enjoy the Common Area facilities and the Limited Common Area facilities to family members, tenants, and social and business invitees. The Association's right to restrict by its By-Laws the Owner's right to enjoy the facilities in the Common Areas and Limited Common Areas is subject to the provisions of Section 2.2(b); furthermore, the Association may not unreasonably restrict use of easements in the Common Areas or Limited Common Areas for utility purposes; nevertheless, the Association shall have the right to impose reasonable security precautions in the interest of the Owners.

2.5 Limitations upon use of Common Areas. No Lot Owner may plant, garden or erect or maintain fences, hedges, walls or other improvements upon the Common Area or Limited Common Areas except for those improvements installed by Developer in connection with the development of the Subdivision or approved by the Architectural Review Committee. The Association's Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and Limited Common Area facilities. These rules and regulations shall be binding upon Owner, and the Association may impose reasonable monetary fines and other sanctions for violation of the rules which may be collected by lien and foreclosure as provided hereinafter.

2.6 Existing Property. The real property which is and shall be held, conveyed and occupied subject to this Declaration is located in Hillsborough County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

2.7 Additions to Existing Property. Developer may from time to time subject other real property within the immediate geographical area to the restrictions set forth herein in order to extend the scheme of this Declaration to other property to be developed as additional phases of Andalucia. As additional phases are developed they shall be additional properties within the jurisdiction of the Association entitled to the easements granted herein and subject to the restrictions and assessments set out herein. The additions shall be made by filing of record

one or more Supplemental Declarations with respect to the properties to be subject to this Declaration. A new supplementary filing shall extend the jurisdiction of the Association and the undivided interest in the Common Area, Limited Common Areas, and Areas of Common Responsibility to the additional property Owners and thereby shall subject the additional property to Common Area, and Limited Common Area easements and assessments for its just share of the Association's expenses. Each Supplemental Declaration may contain complementary additions and modifications of this Declaration to reflect the different character, if any, of the added properties; provided, however, that such Supplemental Declaration shall not revoke or otherwise amend this Declaration as it applies to the existing property.

2.8 Right of Access to Beach Area. Developer hereby grants and conveys to each Owner, their heirs, personal representatives, successors and assigns, and the Association a perpetual, non-exclusive easement, appurtenant to each Lot, for the purpose of ingress and egress to the beach area as designated on the recorded subdivision plat or plats for the Subdivision. Such easement shall be limited to the easement area as described on the plat or plats. Owners shall not be entitled to enter upon the beach access easement area with a vehicle, nor spend unreasonable time on the beach access easement area, or in any way commit a nuisance, or damage or destroy any property, plantings or foliage, while on the beach access easement area or the beach area.

2.9 Access Easement. Developer hereby grants and conveys to each Owner, their heirs, personal representatives, successors and assigns, and the Association a perpetual, non-exclusive easement, appurtenant to each numbered Lot shown on the recorded subdivision plat or plats for the Subdivision, for the purpose of ingress and egress by pedestrian and vehicular traffic, over and across each and every Road shown on the recorded plats identified above; reserving, however, unto Developer the unrestricted right to grant like non-exclusive easements over the same Roads to the Owners of Lots in all future phases of Andalusia which may hereafter be platted of record, and to Owners of boat slips in the Private Docking Facility, which may be hereafter be created of record, and further reserving unto Developer the right to grant easements for utilities to utility companies and public bodies for public utility services within Andalusia.

Developer intends to execute conveyances of Lots in Andalusia to members of the public who may purchase same from Developer. Every deed from Developer of any Lot in Andalusia shall automatically carry with it as an appurtenance to said Lot the perpetual, non-exclusive easement hereby created, whether or not specifically mentioned in said deed, and this easement shall thereafter run with the title to said Lot in perpetuity.

As a Section is added to Andalusia, a Supplemental Declaration, complementing this Declaration, will be filed by Developer for the purpose of granting easements in newly platted streets so that ultimately the Owners of all Lots in Andalusia will have

perpetual, non-exclusive easements over all of the Roads in Andalusia.

3.

Master Association

3.1 Membership. Any person or entity who is the Owner of record of any Lot and entitled to the beneficial enjoyment thereof shall be a member of Andalusia Master Association. Ownership of a Lot shall be sole qualification for membership and membership shall not run to persons who hold an interest in a Lot merely as security for performance of an obligation.

3.2 Voting. The Master Association shall have two classes of voting membership:

a. Class A. Each Owner of a Single Family Lot or a Townhouse Lot shall be entitled to one (1) Class A vote from and after the time that a Section of Single Family Lots or Townhouse Lots is created by the filing of an applicable Supplemental Declaration. At the time that a Section containing Condominium Units is to be created, Developer shall allocate to such Section the aggregate number of Class A votes which may be cast by the Condominium Association or the Owners of Condominium Units in such Section. The allocation of Class A votes to such Section shall be made in the discretion of Developer, but in no event shall such Section be allocated more than one (1) Class A vote per residential Condominium Unit therein.

b. Class B. The sole Class B voting member of the Master Association shall be Developer. The Class B voting membership shall cease upon the happening of any one of the following events, whichever first occurs:

(i) Developer elects in writing to terminate the Class B voting membership; or

(ii) Expiration of the Ten (10) year period following the date that this Master Declaration is recorded in the Public Records of Hillsborough County, Florida.

Upon termination of the Class B voting membership, all provisions of this Master Declaration, the Articles of Incorporation, and the By-Laws of the Master Association referring to Class B voting membership shall be obsolete and without further force or effect. So long as Class B voting membership exists, the Class B members shall be entitled to cast two (2) votes for each vote that the Class A voting members are entitled to cast upon all matters presented to the voting membership for vote.

3.3 Powers. The Association shall have such general powers as are necessary to perform the obligations and duties set out in this Declaration, including, but not limited to, the power to buy and convey real property, enter into contracts, adopt rules and regulations for the general well being of the Subdivision, penalize delinquent members, obtain and maintain such policies of insurance as required by this Declaration and adopt and implement such other policies as the Board deems necessary and desirable

for the protection of the Association and its members. The Association may maintain a working capital and contingency fund and pay taxes and other obligations of the Association and may segregate funds to maintain reserve, trust, or escrow accounts for the members in order to accumulate and preserve funds for anticipated improvements.

3.4 Annual Meeting. The annual meeting of the Association shall be the second Monday in March each year unless the Board of Directors, upon notice to the Members, designates a different date.

4.

Rights and Obligations of the Association

4.1 Maintenance. The Association shall maintain and keep in good repair the Common Area, Limited Common Area, and the Areas of Common Responsibility, and shall perform such other duties as provided in this Declaration and for these purposes may levy the assessment described hereinafter. The Roads in the Subdivision are private roads in order to insure security and are not dedicated to the public as in other subdivisions. Therefore, the cost and responsibility of road maintenance will be borne by the Association rather than a government body. The Association may also maintain the beach area as provided in Section 4.9. The Association is required and authorized to perform maintenance of those swales and drainage areas of the Subdivision over which the Association has been granted a drainage easement. Said mainte-

nance requirements are contained in Operation and Maintenance Manuals for the stormwater treatment systems located in the Subdivision.

4.2 Security. The Association shall provide Subdivision security and such other services that the members deem necessary for their mutual benefit.

4.3 Good Repair. The Association shall keep the Common Areas, Limited Common Areas, and Areas of Common Responsibility as originally improved by Developer or as modified with the consent of the Architectural Review Committee and all common facilities in good repair. Except as limited in Section 1.4 of this Declaration, the Association is responsible for maintaining the Common Area, Limited Common Areas, and Areas of Common Responsibility in a safe, attractive and orderly condition.

4.4 Enforcement. The Association may enforce the provisions of this Declaration by appropriate means, including, but not limited to, the expenditure of funds of the Association, the employment of legal counsel, the commencement of legal actions and the promulgation of Association rules.

4.5 Utilities. The Association shall obtain all water, gas, electric services and refuse collections for the Common Area, Limited Common Area, and Areas of Common Responsibility. It shall provide an irrigation water system for the Common Areas and Areas of Common Responsibility (except for easements over Lots that constitute Areas of Common Responsibility). The enumeration of the foregoing rights in the Association is not

intended to preclude or obligate Developer from arranging for the utility services described herein.

4.6 Easements. The Association may grant easements when necessary for utilities and sewer services over the Common Area, the Limited Common Area, and any portion thereof to serve the Subdivision and any portion thereof.

4.7 Damage to Common Properties. In the event the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which an Owner is responsible, or finds that any Owner is responsible for damage to the Areas of Common Responsibility that is not covered by insurance, the Association shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice by Certified United States Mail to complete the maintenance, repair or replacement in a satisfactory fashion with contractors approved by the Board of Directors or appear before the Board of Directors to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense and the cost shall be added to and become part of the assessment for which the Owner is responsible and shall become a lien against

the Lot of the Owner enforceable by the Association plus all costs of collection including a reasonable attorney's fee. Notwithstanding any other provision of this Declaration, the duties of the Association with respect to levying assessments sufficient to perform its duties and the duty of the Association to provide maintenance of the Common Areas, Limited Common Areas and Areas of Common Responsibility and also to provide security and to enforce the provisions of this Declaration and of its Charter and By-Laws and to enforce any other duties devolving upon it by law or contract, are mandatory contractual duties which shall be specifically enforceable by injunction and by other remedies in legal proceedings which may be brought by any Lot Owner or by Developer. Further, in the event Developer should perform certain of the obligations of the Association, this shall not constitute a waiver with respect to the Association's obligation to perform such duties and with respect to the right of Developer and Lot Owners to bring legal proceedings to compel the Association to perform its duties. Furthermore, the Association may not diminish or eliminate any obligation of the Association by amendment to its charter or its By-Laws, or by any other method, without Developer's written consent thereto, so long as Developer owns any property described in Exhibit A.

4.8 Cable Television. The Association may provide basic cable service to all Owners. In the event the Association provides basic cable service to all Owners, said Owners shall

pay, as part of the assessment provided in Section 7.3 hereof, a monthly service charge for said service.

4.9 Easement for Maintenance of Beach Area. There is hereby reserved to the Association a right and easement, upon, over, through and across the beach access easement area at any reasonable hour for the purpose of maintaining or landscaping the beach access easement area and the beach area not maintained by Owners or appropriate governmental authorities. Such maintenance and landscaping may include regular removal of underbrush, trees less than two inches in diameter, trash or debris, the planting of grass, trees and shrubbery, watering, application of fertilizer, and mowing.

5.

Restrictions Upon Individual Use For the Common Good

5.1 Residential Use. No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Subdivision other than residential dwellings and customary appurtenances, except as provided in Section 5.3.

5.2 Lawful Use. No residential Lots may be used for any purpose which injures the reputation of the Subdivision, disturbs the neighborhood or occupants of adjoining property within the Subdivision, constitutes a nuisance, or violates any public law, ordinance or regulation in any way applicable thereto.

5.3 Commercial Use. Except in areas of the Subdivision designated by Developer as Commercial Parcels, none of the Lots shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with residential use. The commercial uses which may be engaged in on the Commercial Parcels shall be limited to (i) an exclusive, destination resort hotel or (ii) such other commercial uses as Developer shall determine to be complimentary to and not detrimental to the Subdivision.

5.4 Maintenance. All buildings and other structures within the Subdivision and each portion thereof shall at all times be well and properly maintained in good condition and repair by the Owner thereof. No windows shall be covered with aluminum foil and other materials not designed for such purpose. All landscaping of every kind and character, including shrubs, trees, grass and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

5.5 Parcelizing. No single-family Lot shall be divided so as to accommodate more than one home per Single-Family Lot, but a Single-Family Lot may be combined with an adjacent Single-Family Lot or Lots or with portions of adjacent Single-Family Lots in order to create a home site larger than one Single-Family Lot on which only one home shall be constructed.

5.6 Architectural Review Committee. The Board of Directors of the Association shall appoint as a standing committee an Architectural Review Committee, composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Review Committee. No member of the Architectural Review Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Architectural Review Committee and allow reasonable compensation to such advisors from Association funds. The Architectural Review Committee has full power and authority to regulate the use and appearance of all landscaping, fences, walls, and signs and all buildings, improvements, and structures in the Subdivision to: (i) assure harmony of external design and location in relation to surrounding buildings, landscaping, and topography; and (ii) to protect and conserve the value and desirability of the Subdivision as a mixed use residential and commercial community. The power to regulate includes the power to prohibit those uses or activities inconsistent with the provisions of the Master Declaration or any applicable Supplemental Declaration, or contrary to the best interests of other residents of the Subdivision in maintaining the value and desirability of the Subdivision as a mixed-use residential and commercial community. The Architectural Review Committee may adopt, promulgate, rescind, amend, and revise reasonable rules and regulations in connection with the foregoing, provided, however,

that such rules and regulations are: (i) consistent with the provisions of this Master Declaration and any applicable Supplemental Declaration; and (ii) if the Board has not constituted itself as the Architectural Review Committee, approved by the Board prior to taking effect. Violations of the Architectural Review Committee's rules and regulations shall be enforced by the Board in the name of the Master Association.

5.7 Design. No building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit to the Architectural Review Committee, in triplicate, complete Plans and Specifications for such building, structure or improvement and a detailed Site Plan showing its proposed location, and the Plans and Specifications and detailed Site Plan have been approved in writing by the Architectural Review Committee. The approval of said Plans and Specifications may be withheld not only because of noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the quality of workmanship and materials, the type of use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, or appropriateness of external design with the existing or proposed buildings, structures or improvements located or to be located upon the Subdivision, including the heights, kind and

appearance of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of Plans and Specifications and a detailed Site Plan as finally approved may be retained by Developer or the Association for their permanent records.

It is the intention of this provision to vest in Developer for a limited time and the Association permanently thereafter the power to regulate the appearance of buildings, and improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with approved Plans and Specifications and detailed Site Plan, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to the exterior of the building, structure or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without prior written approval in the manner above provided.

All of the foregoing approvals shall not be unreasonably withheld so long as such original Plans, Specifications and detailed Site Plan or such change, alteration, addition, recon-

struction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

Developer or Architectural Review Committee's approval, disapproval or conditional approval shall be endorsed upon the Plans and Specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the approver. Such written instrument shall be returned to the applicant accompanied by one set of the submitted documents within fifteen (15) days after submission.

Failure of the Architectural Committee to act within fifteen (15) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed approved provided that the design of the proposed building is in harmony with the existing structures in the Section and the Owner maintains proof that the plans were delivered to the Architectural Review Committee. The Architectural Review Committee may charge a reasonable fee not to exceed \$300.00 to review the original submittal of plans. The fee shall be established by the Association. If, after the original submittal of plans, the Architectural Review Committee does not approve the plans, the Architectural Review Committee may charge a reasonable fee not to exceed \$50.00 for each re-submission of plans. If, after the initial construction, a Lot Owner desires final approval for an alteration or addition, the Architectural Review Committee

reserves the right to charge an additional fee which, depending upon the scope of the alteration or addition, shall not exceed \$250.00. Developer shall be exempt from the provisions of this Section until such time as the last Lot, or other parcel of land within the Subdivision expected by Developer to be developed or improved has been developed, improved, and conveyed to a person or entity other than Developer.

The Architectural Review Committee may adopt guidelines and procedures to give guidance to Owners as to the requirements for improvements to any Lot in the Subdivision. However, adherence to these guidelines alone will not obligate the Architectural Review Committee to grant approval to the proposed improvements. Therefore, an Owner of a Lot should not incur substantial expenses in connection with a proposed improvement unless and until it has been finally approved by the Architectural Review Committee. Neither the Developer, the Association nor the Architectural Review Committee shall be responsible for any costs incurred by an Owner of a Lot with respect to Plans, Specifications, Site Plan and construction of improvements that are not approved as provided herein.

Developer and the Architectural Review Committee cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors or any changes in pricing decisions resulting from required modifications to the Plans and Specifications or Site Plan. Nor shall Developer or the Archi-

tectural Review Committee be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and building regulations.

5.8 Time for Construction. The purchaser of a Single-Family Lot, his or her heirs, personal representatives, successors or assigns shall complete the construction of a dwelling upon the Single-Family Lot purchased within twenty-four (24) months from the date of original purchase from the Developer. In addition, the following time schedule shall apply:

a. Preliminary Plans and Specifications shall be submitted to the Architectural Review Committee within six (6) months from the time of original purchase.

b. After preliminary approval has been granted by the Architectural Review Committee, Final Plans and Specifications shall be submitted within three (3) months thereafter.

c. After final approval has been granted by the Architectural Review Committee, construction shall commence within three (3) months thereafter.

d. If final approval is granted subject to conditions, the conditions shall be satisfied within ninety (90) days of issuance, or final approval shall be void.

e. After commencement of construction, completion thereof shall be within twelve (12) months.

This aforementioned schedule applies to the original purchase. If, during this twenty-four (24) month period, the Single-Family

Lot is sold to another purchaser, the new purchaser must adhere to this time schedule as if the new purchaser were the original purchaser. For example, if after the original purchase takes place, the Single-Family Lot is sold after three (3) months, the new purchaser shall have only twenty-one (21) months in which to obtain the necessary approvals required by the Architectural Review Committee and complete construction.

If the purchaser obtains final approval within a period of less than the maximum period as specified in Paragraphs a. through c. above, no time credit shall be granted in regards to the commencement of construction. The purchaser must start construction within three (3) months after final approval has been granted. For example, if preliminary approval had been granted within three (3) months and final approval had been granted within three (3) months thereafter, the purchaser shall be committed to start construction within three (3) months after final approval has been granted. After commencement of construction, completion thereof shall be within twelve (12) months.

If the purchaser of a Single-Family Lot fails to commence construction within twelve (12) months from the date of original purchase, Developer or the Association reserves the right to repurchase such Lot at the original price paid by the purchaser plus simple interest at the rate of six percent (6%) per annum.

If the purchaser of a Single-Family Lot commences construction within twelve (12) months from the date of original purchase but fails to complete construction of the improvements within

twelve (12) months after commencement of construction, the Association, after reasonable notice to the Owner by registered or certified mail, giving an opportunity to the Owner to be heard by the Architectural Review Committee, may remove the structure from the premises or complete it in a manner deemed proper in the discretion of the Architectural Review Committee. The expense incurred by the Association shall become a special assessment as provided in Sections 7.4 and 7.5 hereof.

5.9 Non-Compliance with Rules. Special assessments also may be levied, as provided in Section 7.2(c) of this Declaration, by the Board of Directors of the Association on any Lot Owner if the Lot Owner does not comply with the requirements of this Declaration, the rules and regulations of the Association, or the rules, regulations, and requirements of the Architectural Review Committee in connection with the construction of improvements, or alteration of improvements, on a Lot. Upon the occurrence of such non-compliance, the Association shall give reasonable notice to the Owner by registered or certified mail and an opportunity for the Owner to be heard by the Architectural Review Committee. If after giving the Owner the opportunity to be heard, the Architectural Review Committee determines that there is a non-compliance, the Architectural Review Committee shall notify the Owner and the Owner will be given fifteen (15) days from the date of the notice to notify the Architectural Review Committee of the Owner's intention to correct the non-compliance. If the Owner gives such notice of intention to correct the non-compliance,

then the Owner shall have an additional fifteen (15) working days in which to commence correction of the non-compliance. Otherwise, the Association may take such action as the Association deems reasonable in order to correct the non-compliance, including, but not limited to, repairing or removing any improvements on the Lot that are in non-compliance, the cost of which shall become a special assessment. Such special assessment shall be secured by a lien upon the Lot in favor of the Association as provided in Section 7.5 of this Declaration. If the Owner commences correction of the non-compliance in accordance with this Section 7.4, then the correction shall be completed as soon as practicable.

The Architectural Review Committee has the right to grant hardship waivers in the event the strict application of the aforementioned timing schedule presents a bona fide hardship.

5.10 Roofs. No projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys or vent stacks. No outside television or radio pole or antenna or other electronic device shall be constructed, erected or maintained on any building nor on any property within the Subdivision or connected in such manner as to be visible from the outside of any building unless and until it has been approved by the Architectural Review Committee.

5.11 Temporary Buildings and Building Materials.

a. No shed, tent or temporary building shall be erected, maintained or used on any Lot within the Subdivision; provided, however, that temporary buildings for use and used for a reasonable time only for purposes incidental to the initial construction of dwellings on any property may be erected, maintained and used, provided that such erection, maintenance and use has been approved by the Architectural Review Committee and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work and issuance of a certificate of occupancy.

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

5.12 Garages. When garages are not in use, garage doors shall be closed. Garages shall be used only for the purpose of parking automobiles, hobbies and storing an Owner's household goods.

5.13 Vehicles. No mobile home, boat, truck, trailer or recreational vehicle of any kind shall be kept, stored, parked, maintained, constructed or repaired on any property (including

the Roads) within the Subdivision in such a manner as to be visible from any neighboring property. All vehicles including private passenger automobiles owned, leased, or otherwise in the control of a person residing in Andalusia must be garaged, and must not be parked on any Road or in any driveway at any time during the day or night. Vehicles parked in an approved area which are screened from view qualify as being garaged. The sole exception to this restriction shall be that in the event there are more vehicles than garage stalls at any one Single-Family Lot, the number of vehicle(s) exceeding the number of garage stalls may be parked in (first priority) approved guest parking lots (Lots D, F, and G) that are dedicated to the Association as part of the Common Area. If no guest parking spaces are available, then such vehicles may be parked in (second priority) driveways.

5.14 Animals. No animals, fowl, reptiles or poultry shall be kept within the Subdivision, except that an Owner may keep not more than two domestic dogs, cats, or birds as household pets provided that they are not kept, bred or raised thereon for commercial purposes. All animals permitted to be kept by this paragraph shall be kept on a leash within the Subdivision when not within an enclosed area of a Lot.

5.15 Signs. After original occupancy, no signs are permitted in the Subdivision except address and name identification signs meeting the approval of the Architectural Review Committee. Developer shall be exempt from the provisions of this section

until such time as the last Lot, or other parcel of land within the Subdivision expected by Developer to be developed or improved, has been developed, improved, and conveyed to a person or entity other than Developer.

5.16 Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Subdivision if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service yards or service areas, sanitary containers, and storage piles on any property within the Subdivision shall be enclosed or fenced in such a manner that the yards, areas, containers and piles will not be visible from any neighboring property or Road. Sanitary containers and bundled trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

5.17 Clotheslines. Clotheslines are not permitted unless they are completely hidden from the view of persons off the Lot.

5.18 Mail. Street mail boxes shall be approved by the Architectural Review Committee and be of a type consistent with the character of the Subdivision and shall be placed and maintained to compliment the houses in the neighborhood. Application shall be made by each Owner for a door mailbox at such time as door postal service is available. Owners shall be required to have mail boxes attached to the main dwelling structure and

street mailboxes shall be removed within ten (10) days of commencement of such door postal service.

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

5.20 Ancillary Equipment. All oil tanks, bottle tanks, soft water tanks, pumps, condensers, heating and air conditioning equipment, wood piles or other ancillary equipment shall be suitably screened so as not to be visible from any Road or any adjacent or nearby Lots.

5.21 Electrical Installations. All electrical service lateral entrance installations, or that portion thereof served by the underground electrical distribution system for the Subdivision, shall be installed underground and maintained in accordance with the specifications of Tampa Electric Company for such installations.

5.22 Damaged Structures. The erection of a new dwelling or structure, or the repair of any dwelling or structure damaged by fire or otherwise, on any Lot shall be completed without unreasonable delay. If the Owner leaves a dwelling or structure in an incomplete condition for a period of more than six (6) months, the Association, after reasonable notice to the Owner by registered mail, giving an opportunity to be heard, may remove the structure from the premises or complete and repair it in a manner deemed proper in the discretion of the Architectural Review Committee. In either event the expense so incurred shall become

a special assessment on the Lot as provided in Sections 7.4 and 7.5 hereof.

5.23 Fences, Hedges and Landscaping.

a. All landscaping plans, including fences and hedges, must receive prior written approval from the Architectural Review Committee before implementation. Fences that front the beach area are prohibited unless approved in writing by the Architectural Review Committee.

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

5.24 Use and Protection of Ponds.

a. Use of ponds in the Subdivision is limited to Owners and their guests.

b. No person may place a boat over 12 feet in length on any pond. No mechanical power for boats used on the ponds is permitted.

c. No docks or similar structures shall be constructed except with prior written approval from the Architectural Review Committee. No Owner may fill a pond nor draw water from a pond nor place any solid material or liquid in a pond. This prohibition does not apply to natural or storm drainage.

5.25 Swimming Pools. Swimming pools shall not be nearer than ten feet from any Lot or easement line and must be located to the rear of the main building unless a different location is authorized in writing by the Architectural Review Committee.

5.26 Sprinkling Systems. All Single-Family Lots must have 100% underground sprinkling coverage in operable condition.

5.27 Excavation. No elevation changes shall be permitted which materially affect the surface grade of surrounding Lots.

5.28 Hardship Waiver. The Architectural Review Committee is authorized to grant hardship waivers to Lot Owners in the event the strict application of these restrictions presents a bona fide hardship.

5.29 Commercial Parcels. Notwithstanding the provisions of Sections 5.1 through 5.5 and Sections 5.10 through 5.29, any parcel of property designated as a Commercial Parcel by an appropriate Supplemental Declaration shall be exempt from the provisions of Sections 5.1 through 5.5 and Sections 5.10 through 5.29, provided that the nonresidential use is not substantially incompatible with the existing single-family and multi-family residential development.

6.

The Club and The Private Docking Facility

6.1 The Club And The Private Docking Facility Relationship to Subdivision. The Club and related structures, including any commercial appurtenances thereto that are to be constructed

within the Subdivision and the land upon which the Club is constructed will be a part of the Common Area and operated by the Association pursuant to rules and regulations adopted by the Association. The Private Docking Facility, if constructed, will be a separate "boat slip" condominium created pursuant to a Supplemental Declaration and owned and operated by a condominium association created for that purpose. The improvements constituting the Private Docking Facility and the land adjacent to the Subdivision upon which the Private Docking Facility is constructed, if the same is constructed, will not be a part of the Common Area. The portion of the Subdivision land that shall become the Club is shown as Lot D on the sketch attached hereto as Exhibit "B," and the land adjacent to the Subdivision on which the Private Docking Facility is to be constructed, if the same is constructed, is a portion of the Special Management Area on Exhibit "B" adjacent to Lot G. Neither the Association nor its members have any ownership or easement rights in the Private Docking Facility, except (i) such rights as they may have by virtue of their ownership of a boat slip in the Private Docking Facility and (ii) an easement for pedestrian ingress, egress and enjoyment of the main walkways, boardwalks, piers and docks (other than the private, boat slip docks) constituting the Private Docking Facility, which easement shall be granted to all Owners in the Subdivision by the Developer if, as and when the Private Docking Facility is constructed. In the event the Private Docking Facility is constructed, the Association shall

pay to the condominium association created for the Private Docking Facility a monthly amount equal to sixty percent (60%) of that portion of the condominium association monthly assessment that relates to the maintenance, repair, insuring and lighting of the main walkways, boardwalks, piers and docks (other than the private, boat slip docks) in consideration of the easement to be granted as provided in clause (ii) of the preceding sentence.

6.2 Construction of the Club. Subject to the terms and conditions hereof and any applicable Supplemental Declaration and subject to obtaining all required governmental and utility approvals, licenses, and permits, Developer shall cause to be constructed and completed on Lot D, within the time limit hereinafter set forth, a recreational club facility containing one (1) swimming pool, changing rooms, bathhouse, clubhouse, appurtenant landscaping, and such other facilities, if any, as Developer deems desirable (collectively, the "Club Facilities"). The exact size, location on Lot D, design, type, capacity, and nature of the Club Facilities shall be subject to the sole and exclusive discretion of Developer. Developer shall not be obligated to commence the construction of the swimming pool or the changing rooms (collectively, "Phase I") unless and until a total of fifty (50) single-family houses, Condominium Units, townhomes, or any combination thereof, have been constructed and completed, conveyed to a person or entity other than Developer, and occupied. Developer shall complete Phase I within a reasonable period after the commencement of Phase I, subject, however,

to causes beyond Developer's reasonable control. Developer shall not be obligated to complete the remainder of the Club Facilities ("Phase II") until nine (9) months after two-hundred fifty (250) single-family homes, Condominium Units, townhomes, or any combination thereof, have been constructed and completed, conveyed to a person other than Developer, and occupied, all subject, however, to causes beyond Developer's reasonable control. Upon completion, the Club Facilities will be operated and administered by the Association. All Association members along with such other person or entities as are permitted to be members pursuant to the rules and regulations of the Club shall be eligible for membership in the Club upon payment of such membership fees, dues, and other charges as may be levied or imposed by such rules and regulations. Except as hereinabove expressly set forth, Developer reserves the right, in its sole discretion, to determine, specify, and establish the exact form, nature, by-laws, rules and regulations of the Club, the amount of fees, dues, and other charges levied or imposed with respect to the Club, and the requirements for membership in the Club.

7.

Property Owners Assessments

7.1 Purpose. Assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, safety, health, common benefit, and enjoyment of the Owners and occupants of Lots, and for the general purpose of

operating and maintaining the Common Areas, and Limited Common Areas, and maintaining the Lots in the fashion that may be specifically authorized from time to time by the Board of Directors of the Association.

7.2 Creation of Lien and Personal Obligation. Each Owner of any Lot by acceptance of a deed, whether or not it is expressed in the deed, covenants and agrees to pay to the Association:

a. Annual assessments and charges, to provide and be used for the operation, maintenance, management, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, maintenance of the Lots as specified from time to time by the Board of Directors, and all other general activities and expenses of the Association, excluding the operation, maintenance, and repair of Limited Common Areas,

b. Special assessments to be established and collected as herein provided,

c. Special assessments against any particular Lot for non-compliance with the requirements of this Declaration, the rules and regulations of the Association, or the rules, regulations and requirements of the Architectural Review Committee which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines that may be imposed, and

d. annual Limited Common Area assessments to provide and be used for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of each Limited Common Area. No Lot shall be subject to the annual Limited Common Area assessment unless such Lot, under the provisions of a recorded Supplemental Declaration, enjoys the use of such Limited Common Area.

For purposes of this Declaration, the Common Area annual assessments and the Limited Common Area annual assessments are hereinafter collectively referred to as "annual assessments". All assessments and costs of collection for delinquent assessments along with interest on the delinquent assessments and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the Lot against which the assessment is made. Each assessment together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of each person who is the Owner of the Lot at the time the assessment is levied. Each Owner shall be liable for his or her portion of each assessment and his or her grantee shall be jointly and severally liable for any portion that may be due at the time of conveyance. Assessments shall be paid in the manner and upon the date specified by the Board of Directors and unless otherwise provided by the Board of Directors shall be paid in monthly installments.

7.3 Method of Setting Annual Assessment. The amount of the annual assessment shall be fixed by the Board of Directors at

least thirty (30) days in advance of each annual assessment period, which shall coincide with the Association's fiscal year. The annual assessment may include a capital contribution or reserve in accordance with the capital budget separately prepared. Written notice of the amount of the proposed annual assessment shall be given to every Lot Owner; but the failure to give or receive such notice, or both, does not invalidate an otherwise valid assessment. In the absence of valid action by the Board of Directors or the voting members of the Association to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically shall continue for the ensuing fiscal year, unless such action is thereafter taken by the Board of Directors or the voting members of the Association. Each Owner shall pay the annual assessment relating to such Owner's Lot in equal, quarter-annual installments.

7.4 Special Assessments. If the amount of the annual assessment authorized above proves inadequate for any year or if the Board of Directors wishes to construct, reconstruct, renew, repair, or replace any capital improvements upon a Common Area, Limited Common Area, or Area of Common Responsibility, including related fixtures and personal property, the Board of Directors may levy in any assessment year, in addition to the annual assessments, one or more special assessments applicable to that year, provided that any such assessment shall require the assent of a majority of the voting members present at the meeting of the membership to levy the special assessment. Meetings for the

may determine from time to time. If the assessment has not been paid within thirty (30) days after it is due, the unpaid assessment shall become a lien against the Owner's Lot, which lien shall bear interest on the principal amount at the rate of 10% per annum from the date first due and payable, and shall include the late charge and the costs of collection (including reasonable attorneys' fees). In the event that the assessment remains unpaid for sixty (60) days after it is due, the Association may commence legal action to collect the assessments or to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as liens for mortgages on real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners. Notwithstanding any other provisions of Article VII of the Declaration, it is agreed that a mortgagee acquiring title by acceptance of a deed in lieu of foreclosure shall not be liable personally for unpaid Association assessments which became due prior to acquisition of the title by such mortgagee, but such mortgagee shall take title subject the assessment lien.

7.7 The Date of Commencement of Annual Assessments.

a. Annual assessments shall commence upon determination of the Board of Directors and shall be due and payable

in the manner and on the schedule the Board of Directors may provide.

b. For so long as Developer meets or causes to be performed the level of services called for in the budget and funds any deficiency that may arise between the actual service expense and assessments paid by Owners other than Developer, it shall not be required to pay any assessment upon unsold Lots. This exception from assessments shall be reviewed annually by Developer and it may elect to pay the annual Lot assessment for the Lots it owns rather than subsidize the Association.

7.8 Exempt Property. The assessments, charges and liens created under this Article shall not apply to the Common Areas or the Areas of Common Responsibility nor shall the assessments, charges or liens apply to land or easements dedicated to and accepted by local public authority or any land used by a utility company.

7.9 Addition of Sections. As new Section of the Subdivision are created by Supplemental Declaration, the Association shall establish the assessments applicable to such Section.

8.

General Provisions

8.1 Declaration. This Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of thirty (30) years from the date it is recorded

after which time it shall be extended automatically for successive periods of ten years, unless an instrument signed by two-thirds (2/3) of the Owners of the Lots agree to change the covenants in whole or in part as recorded.

8.2 Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Board of Directors of the Association with an attached certification that the amendments have been approved by a majority of the voting members of the Association; provided, however, no such amendments shall limit, alter or otherwise restrict any rights granted to Institutional Lenders as set forth in Section 7.5 of this Declaration.

8.3 Indemnification. The Association shall indemnify every officer and director of the Association against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on

any Owner's easement rights, in the general funds of the Association.

8.5 Insurance. The Association shall obtain, to the extent reasonably available, insurance it deems necessary, including, but not limited to, the following policies of insurance: a) fire and extended coverage insurance on all improvements upon the Common Area, Limited Common Areas, and Areas of Common Responsibility in the amount of 100% of the full insurance replacement cost value of the improvements; b) general comprehensive public liability insurance against liability to and claims of the public, a member of the Association and any other person with respect to liability occurring upon the Common Areas, Limited Common Areas, or the Areas of Common Responsibility based upon or arising out of the Association's ownership or use of the Common Area, Limited Common Area, and Areas of Common Responsibility. The limits of liability shall not be less than \$500,000 per person and \$1,000,000 per occurrence with respect to bodily injury and not less than \$100,000 per occurrence with respect to property damage. The liability insurance shall name as the Developer, the Association, the Board of Directors, the Architectural Review Committee and their respective members, employees, officers, agents and representatives as separately protected insureds. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner and for each Institutional Lender

to adjust all claims arising under insurance policies purchased by the Association. In the event of damage to the Common Areas for which insurance has been obtained, the Association shall have full discretion as to whether to elect to repair said damage and with respect to the application of insurance proceeds to such damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair of any casualty damage, assessments shall be made against the Lot Owners to provide funds for the payment of such costs.

8.6 Contracts with Developer. The Association and Developer are authorized to enter into mutual contracts for any services Developer is capable of providing to the Association. The contract shall be an arm's length transaction subject to such terms and conditions as the parties may agree.

8.7 Right of First Refusal to Purchase. The Owner of each Lot hereby grants to the Association the exclusive right of first refusal to purchase the Lot, together with all improvements thereon, of any Owner on the terms and conditions set forth hereinafter. If any Owner receives from a third party a bona fide offer to purchase his Lot (and improvements if constructed) at a price and upon terms and conditions acceptable to said Owner, said Owner shall immediately give written notice (the "Notice") to the Association of such offer setting forth the price, terms and conditions together with a statement that same is acceptable to the selling Owner. Within seven (7) days after receiving the Notice, the Association shall have the right to

elect in writing to purchase said Lot (and improvements if any) on the same terms and conditions as set forth in the Notice. If the Association fails to elect to so purchase within said period, the Owner shall be free to sell to said third party on the terms and conditions set forth in the Notice. If the Association does not exercise its right of first refusal to purchase as set forth herein, it shall, at the request and expense of the selling Owner, furnish such selling Owner with a written statement in recordable form evidencing its election not to exercise its right of first refusal set forth herein.

8.8 Survival of Declaration. Notwithstanding any other provisions of this Declaration or any amendments thereto, no easements in the Common Area or Limited Common Area for ingress and egress may be terminated, said easements being intended to be perpetual; this will apply regardless of the termination of the restrictive covenants contained in this Declaration and regardless of the termination of the Declaration itself. Furthermore, notwithstanding the termination of this Declaration, the Association's power to make assessments and its duties to maintain the Common Areas, Limited Common Areas, and Areas of Common Responsibility shall survive the termination of this Declaration unless the instrument of termination specifically provides otherwise. The covenants, restrictions, and easements contained in this Declaration shall run with the land, and all of the provisions hereof shall be binding upon and inure to the benefit of Developer, Developer's heirs, successors, and assigns, but the same are

not to be construed as creating any rights in or for the general public.

8.9 Additional Amendments. Notwithstanding any other provisions of this Declaration, Developer may make such reasonable amendments to this Declaration as may be required by an institutional lender which commits to make mortgage loans for Lots in Andalucia, for the purpose of furthering orderly and expeditious development of Andalucia, without the consent of the membership, during the period of time before control of the Association is required to be turned over to the membership. Such amendment by Developer shall not prejudice the membership or diminish the property rights of Lot Owners, nor shall they transfer any of Developer's obligations to the Association or to the members.

8.10 Severability. The invalidity in whole or in part of any covenants or restrictions, or any section, paragraph, or other provision of this Declaration, or rules and regulations adopted pursuant to this Declaration, as amended from time to time, shall not affect the validity of the remaining covenants, restrictions, sections, paragraphs, or other provisions, all of which shall remain in full force and effect.

8.11 Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

8.12 Governing Law. The validity, construction, interpretation, and enforceability of this Declaration are governed by the laws of the State of Florida.

8.13 Interpretation. Until the Developer relinquishes control of the Association, the Developer shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. Subsequent to the Developer's relinquishment of control of the Association, the Board of Directors of the Association shall be responsible for so interpreting this Declaration.

IN WITNESS WHEREOF, Developer has caused this Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers and partners this 7th day of February, 1989.

SIGNATURES WITNESSED BY:

APOLLO CAY CORPORATION, a Florida corporation

Angélique D. Lynch
Perry M. Darby
As to Apollo Cay Corporation

By: [Signature]
President

Attest: [Signature]
Assistant Secretary

(CORPORATE SEAL)

FRANDORSON PROPERTIES, a Michigan limited partnership

Angelique D. Lynch
Perry M. Darby
As to Frandorson Properties

By: [Signature]
Thomas P. Corr, Managing General Partner

"Developer"

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7th day of February, 1989, by Zaki Mahayni and Jo Ann Cartwright, respectively, the President and Assistant Secretary of APOLLO CAY CORPORATION, a Florida corporation, on behalf of the corporation.

Mala J. Clements
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires Dec. 29, 1991
Bonded Thru Troy Fair - Insurance Inc.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7th day of February, 1989, by Thomas P. Corr, the Managing General Partner of FRANDORSON PROPERTIES, a Michigan limited partnership, on behalf of the limited partnership.

Mala J. Clements
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires Dec. 29, 1991
Bonded Thru Troy Fair - Insurance Inc.

CONSENT

Amoskeag Bank, being the owner and holder of that certain Mortgage dated March 10, 1988, and recorded in Official Records Book 5355, Page 502, of the Public Records of Hillsborough County, Florida, hereby consents to the filing of the foregoing "Master Declaration of Covenants, Conditions, Restrictions and Easements for Andalucia, a private Subdivision at Apollo Beach" and hereby subjects said Mortgage to the provisions thereof.

SIGNATURES WITNESSED BY:

Stephen S. Lawrence By: Stephen S. Lawrence
Assistant Vice President
Andre N. Lessard Attest: Andre N. Lessard
Secretary

(CORPORATE SEAL)

STATE OF NEW HAMPSHIRE)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 13th day of February, 1989, by Stephen S. Lawrence and Andre N. Lessard, the Vice President and Secretary, respectively, of the Corporation.

Thomas J. Grayson
Notary Public
My Commission Expires: 10/24/89

EXHIBIT "A"

DESCRIPTION: (OVERALL)

A parcel of land located Westerly of Fractional Sections 16, 19 and 20 and in Fractional Sections 19 and 20 Township 31 South, Range 19 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the Northeast corner of Fractional Section 16, Township 31 South, Range 19 East, Hillsborough County, Florida; thence on the North boundary and the Westerly extension thereof, North 88°56'28" West, a distance of 5900.00 feet to a point on the Northerly extension of the Bulkhead line as shown in Plat Book 35, Page 16 of the Public Records of Hillsborough County, Florida; thence on said Northerly extension of and on said Bulkhead line South 34°59'22" West, a distance of 2288.40 feet; thence continue on said Bulkhead line South 45°37'51" West, a distance of 2789.67 feet, to the POINT OF BEGINNING; thence departing said Bulkhead line South 44°22'09" East, a distance of 300.00 feet; thence North 45°37'51" East, a distance of 860.00 feet; thence South 44°22'09" East, a distance of 60.00 feet; thence South 45°37'51" West, a distance of 860.00 feet; thence South 44°22'09" East, a distance of 270.00 feet; thence North 45°37'51" East, a distance of 635.00 feet; thence South 44°22'09" East, a distance of 825.00 feet; thence South 45°37'51" West, a distance of 1386.12 feet; thence South 38°38'22" West, a distance of 2359.65 feet; thence North 51°21'38" West, a distance of 1455.00 feet to a point on the aforesaid Bulkhead line; thence on said Bulkhead line North 38°38'22" East, a distance of 2448.54 feet; thence North 45°37'51" East, a distance of 840.00 feet, to the POINT OF BEGINNING.

Containing 120.089 acres of land, more or less.

provision may be extended for successive one (1) year periods if approved by a majority of the voting members of the Master Association, and in the event that any such extension (s) are so approved, a notice of such extension (s), substantially in the form of Exhibit "B" attached hereto, shall be recorded in the Public Records of Hillsborough County, Florida, to evidence the approval of such extension.

2. Addition of Section 5.30 to Article 5. Article 5 of the Declaration is hereby amended and supplemented by adding thereto, as Section 5.30, the following:

5.30 Limitation on Riparian Rights Relating to Certain Lots. The Developer is now endeavoring or will, in the future, endeavor to obtain a submerged land lease and all necessary permits and approvals from the Tampa Port Authority and all other applicable agencies (the "Lease and Approvals") in order to construct a community docking facility (the "Docking Facility") in substantially the area indicated on Exhibit "A" attached hereto and made a part hereof. In the event that the Developer obtains the Lease and Approvals, then (i) for purposes of the regulations of the Tampa Port Authority relating to the construction of individual private docks, the owners of all lots, tracts and / or parcels which are now or hereafter developed which are located in whole or in part within the "cross-hatched" area shown on Exhibit "A" attached hereto (the "Restricted Lots") shall not be deemed or considered to be "riparian owners" and (ii) no individual dock shall be constructed on or connected to any Restricted Lot.

3. Remainder of Declaration Unchanged. Except as expressly amended and supplemented hereby, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer and Master Association have caused this First Amendment to Declaration of Covenants, Restrictions and Assessments of Andalucia to be executed this 15th day of August, 1990.

SIGNATURES WITNESSED BY:






As to Apollo Cay Corporation

APOLLO CAY CORPORATION, a Florida corporation

By:  President

Attest:  asst. Secretary

and

(Corporate Seal)

CERTIFICATION

THE UNDERSIGNED, being the President and all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association") hereby certify that the foregoing amendments to the Declaration of Covenants, Restrictions and Assessments for Andalusia, a Private Subdivision at Apollo Beach (the "Declaration") have been approved by a majority of the voting members of the Master Association. This certification is given pursuant to the provisions of Section 8.2 of the Declaration.

DATED this 15th day of August, 1990.

WITNESSES:

ANDALUCIA MASTER ASSOCIATION, INC.
a Florida corporation not-for-profit

By: [Signature]
President

By: [Signature]
Director

By: Angelique D. Carr
Director

By: [Signature]
Director

[Signature]
[Signature]
As to Andalusia Master
Association, Inc.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing certification was acknowledged before me this 15th day of August, 1990, by Luki S. Mahayni, as President, and Thomas P. Carr, Christopher T. Carr and Angelique D. Carr, as all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

(Notarial Seal)

[Signature]
Notary Public
My Commission Expires:

My Commission Expires Feb. 11, 1991

CONSENT

Amoskeag Bank, being the owner and holder of that certain Mortgage dated March 10, 1988, and recorded in Official Records Book 5355, Page 502 & 538 of the Public Records of Hillsborough County, Florida, hereby consents to the filing of the foregoing "First Amendment to Declaration of Covenants, Restrictions and Assessments for Andalucia" and hereby subjects said Mortgage to the provisions thereof.

IN WITNESS WHEREOF, Stephen S. Lawrence has caused this Consent to be executed and delivered this 24th day of August, 1990.

SIGNATURES WITNESSED BY:

[Handwritten signature]

By: *[Handwritten signature]*
Vice President

[Handwritten signature]

(CORPORATE SEAL)

STATE OF NEW HAMPSHIRE)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 24th day of August, 1990, by Stephen S. Lawrence a Vice President of Amoskeag Bank, on behalf of the corporation.

[Handwritten signature]
Notary Public
My Commission Expires: 10/11/94

EXHIBIT "B"

NOTICE OF EXTENSION OF TERM OF PROVISION

THIS NOTICE OF EXTENSION OF TERM OF PROVISION is executed this _____ day of _____, 19___, by ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association").

WITNESSETH:

WHEREAS, on or about February 7, 1989, Developer caused to be executed that certain Declaration of Covenants, Restrictions and Assessments for Andalucia, a Private Subdivision at Apollo Beach (the "Declaration"), which Declaration was recorded in Official Records Book 5620, Page 107, of the Public Records of Hillsborough County, Florida; and

WHEREAS, on or about August _____, 1990, the Declaration was amended by First Amendment to Declaration of Covenants, Restrictions and Assessments of Andalucia (the "First Amendment"), which First Amendment was recorded in Official Records Book _____, Page _____, of the Public Records of Hillsborough County, Florida;

WHEREAS, the First Amendment provides that, in the event that the period of effectiveness of the provision added by the First Amendment to Section 5.8 of the Declaration is extended by the Master Association, a notice of such extension substantially in the form hereof is to be recorded in the Public Records of Hillsborough County, Florida; and

WHEREAS, the Board of Directors of the Master Association has approved the extension of the period of effectiveness of such provision;

NOW, THEREFORE, notice is hereby given that the period of effectiveness of the provision added to Section 5.8 of the Declaration by the First Amendment has been extended to June 30, 19___.

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS
AND ASSESSMENTS FOR ANDALUCIA

OFF. REC. 6403 PG 1239

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS OF ANDALUCIA is executed this 30th day of August 1991, by APOLLO CAY CORPORATION, a Florida corporation, referred to as "Developer", and ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association").

WITNESSETH:

WHEREAS, on or about February 7, 1989, Developer caused to be executed that certain Declaration of Covenants, Restrictions and Assessments for Andalusia, a Private Subdivision at Apollo Beach (the "Declaration"), which Declaration was recorded in Official Records Book 5620, Page 107, of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration provides, in Section 8.2 thereof, that the Declaration may be amended by the Master Association by an instrument executed by the Board of Directors of the Master Association provided that the amendment is approved by a majority of the voting members of the Master Association; and

WHEREAS, Developer and Master Association desire to amend the Declaration in the manner hereinafter set forth and such amendment has been approved by a majority of the voting members of the Master Association, and they did so approve the amending of the Declaration at Members' Meeting held on March 11, 1991, and March 21, 1991, as evidenced by the minutes, and

NOW THEREFORE, Developer and Master Association hereby amend the Declaration as follows:

1. Amendment to Section 5.13 (Vehicles) of the Declaration is changed in its entirety to read:

5.13 Vehicles. No mobile home, boat, truck, trailer or recreational vehicle of any kind shall be kept stored, parked, maintained, constructed or repaired on any property (including the roads) within the subdivision in such a manner as to be visible from any neighboring property. Routine maintenance may be performed on owner's car, boat, non-commercial truck, or recreational vehicle while visible to neighboring property provided that such work is temporary in nature, is performed on the owner's lot, takes no longer than one day to perform, and is not repeated without one day's interruption. Passenger vehicles may be parked in a driveway provided that at least two parking spaces in the garage are occupied by vehicles. Vehicles being reconstructed or which are damaged, not operable, or not registered in the United States, must be garaged. No vehicles may be parked in the streets except temporarily for guest parking. No vehicles may be parked on the street overnight. Lots F, G and the Beach Club site are dedicated to the Association as part

RECORD VERIFIED

Richard O.
Clerk of Circuit Court
Hillsborough County, Fla.
By Cynthia G. Bice, D.C.

of the common area, and may be used for overnight guest parking. Boats or commercial vehicles may not be parked in Lots F, G or the Beach Club site. Recreational vehicles may only be temporarily parked in Lot F, and not in the Lot G or the Beach Club parking area. The Board of Directors shall determine the length of time that recreational vehicles may be temporarily parked in Lot F. Recreational vehicles may not be used as living quarters while temporarily parked in Lot F. Recreational vehicles may not be parked on the streets except for brief periods while unloading/loading, and never overnight. The Master Association shall have the right to remove vehicles and boats which are in violation of the above, and all costs shall be borne by the lot owner. Vehicles which are screened from any neighboring view qualify as being garaged.

2. Amendment to Section 6.1
(The Club and The Private Docking Facility, Relationship to Subdivision)

The Club will be built on a site adjacent to the south side of Lot D, as shown on the attached Exhibit "A". All reference to Lot D and the Club is hereby amended to reflect the change in site location. The relationship to the Subdivision remains unchanged. The site shall be referred to as the Beach Club.

3. Amendment to Section 6.2
(Construction of the Club) The section is changed in its entirety to:

6.2 Construction of the Beach Club. Subject to the terms and conditions hereof and any applicable Supplemental Declaration and subject to obtaining all required governmental and utility approvals, licenses, and permits, Developer shall cause to be constructed and completed on the Beach Club site, within the time limit hereafter set forth, a recreational club facility containing: Two lighted tennis courts; parking spaces for 25 cars; a 1,500 sq. ft. or greater, air conditioned club building (with two bathrooms, meeting room, and kitchen containing cabinets, refrigerator, and microwave oven); a 1,800 sq. ft. swimming pool and surrounding deck. Childrens' playground; landscaping; and furnishing for the club building and deck with a value of \$10,000.00. The design of the facilities shall be at the sole discretion of the Developer. The tennis courts will be completed, subject to delays caused by governmental negotiations, by June 1, 1992. Developer shall not be obligated to commence construction of the remaining facilities until six months after fifty (50) lots have been conveyed to a person or entity other than the Developer. The Developer shall complete the construction and outfitting of the facilities within a reasonable period subject to causes beyond Developer's control. Upon completion of the tennis courts, and later, the remaining facilities, the maintenance expenses shall be borne by the Association. The site and its facilities shall be deeded to the Association on, or before completion, as part of the common area. The Board of Directors shall

promulgate rules and regulations for the use of the facilities. Developer may utilize the facilities for such purposes at reasonable times for sales.

4. Remainder of Declaration Unchanged. Except as expressly amended and supplemented hereby, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer and Master Association have caused this Second Amendment to Declaration of Covenants, Restrictions and Assessments of Andalucia to be executed this 30th day of August, 1991.

SIGNATURES WITNESSED BY:

Craig B. Meli

Gay C. Duncan
As to Apollo Cay Corporation

APOLLO CAY CORPORATION, a Florida Corporation

By: Richard J. Stier
Richard J. Stier Executive Vice President

Attest: JoAnn Cartwright
JoAnn Cartwright Asst. Secretary

and

"DEVELOPER"

ANDALUCIA MASTER ASSOCIATION, INC. a Florida corporation not-for-profit

By: Richard J. Stier
Richard J. Stier President

By: Richard J. Stier
Richard J. Stier Director

By: Zaki S. Mahayni
Zaki S. Mahayni Director

By: JoAnn Cartwright
JoAnn Cartwright Director

Craig B. Meli

Gay C. Duncan
As to Andalucia Master Association, Inc.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 30th day of August, 1991, by Richard J. Stier and JoAnn Cartwright, respectively the Executive Vice President and Asst. Secretary of APOLLO CAY CORPORATION, a Florida corporation, on behalf of the corporation.

(Notarial Seal)

Gay C. Duncan
Notary Public

My Commission Expires:

Gay C. Duncan

Notary Public, State of Florida
My Commission Expires March 15, 1993
Notary Public Seal - Hillsborough County

MINUTES
BOARD OF DIRECTORS
ANDALUCIA MASTER ASSOCIATION

A meeting of the Board of Directors was called to order on August 16, 1991. In attendance were:

Richard J. Stier
Zaki S. Mahayni
JoAnn Cartwright

Mr. Stier called the meeting to order at 2:00 P. M. and declared a quorum was present.

Minutes of the prior meeting of the Board were accepted as read.

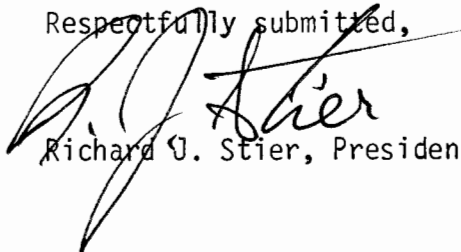
Richard Stier stated that Rick Sollner requested to resign from the Board of Directors. Zaki Mahayni motioned that the resignation be accepted with regret; JoAnn Cartwright seconded the motion; motion passed unanimously.

Mr. Stier motioned that Article IV, Section 1 (Board of Directors; Management of the Association) be amended to require that "The Association shall be managed by a Board of Directors consisting of at least three (3) Directors;". Zaki Mahayni, seconded the motion, motion passed unanimously.

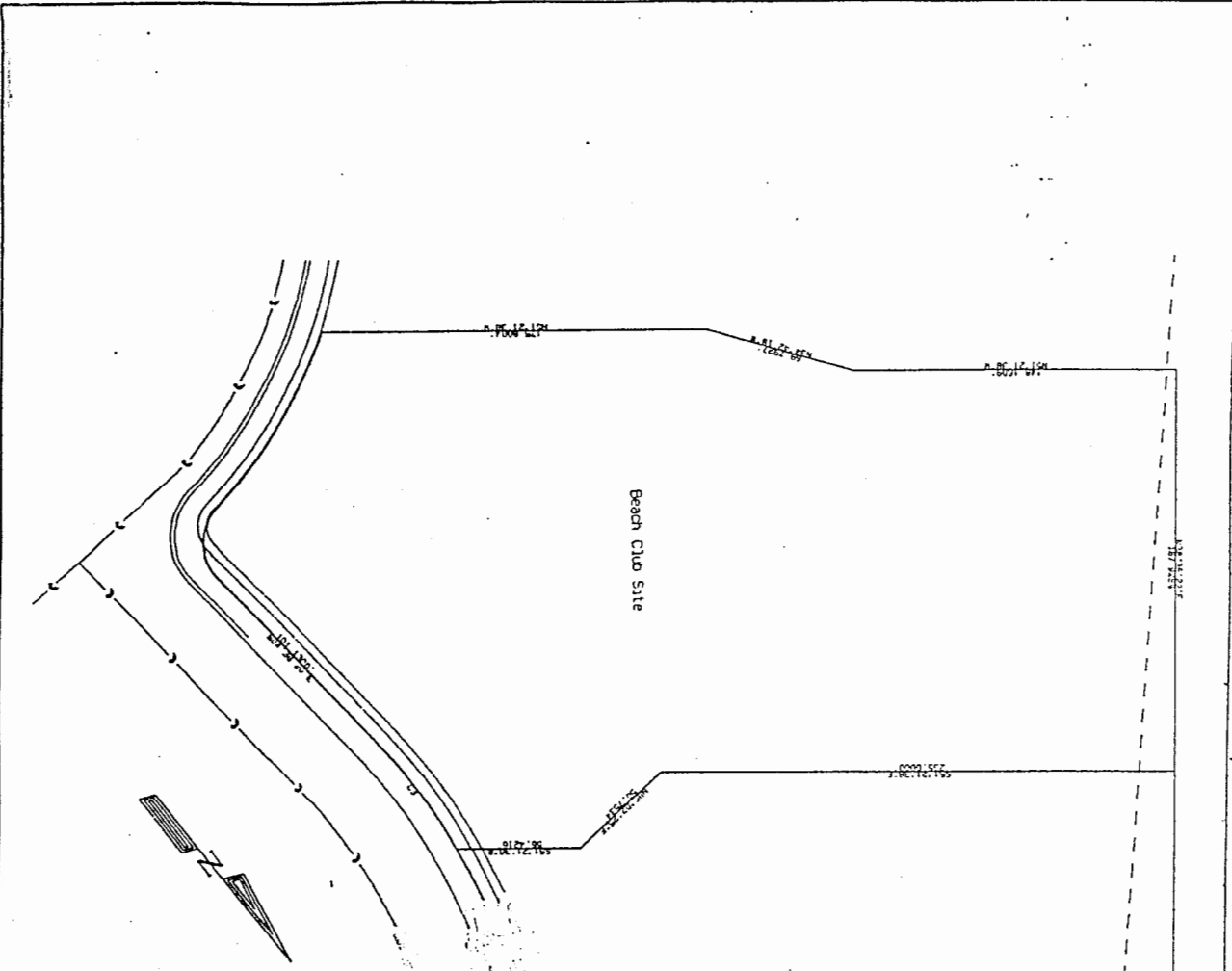
Mr. Stier motioned that the Board approve amendments to the Declaration of Covenants, Restrictions and Assessments for Andalucia, a Private Subdivision at Apollo Beach. Amendments to Sections 5.13, 6.1 and 6.2 were approved by a majority of the voting members of the Association at a Member's Meeting on July 15, 1991. Zaki Mahayni seconded the motion; motion passed unanimously.

There being no further business, the meeting was adjourned at 2:30 P.M.

Respectfully submitted,



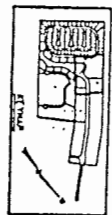
Richard J. Stier, President



LEGAL DESCRIPTION:
 A portion of Parcel 2, Andalucia Subdivision, P.B. 67, Page 30-6 of the Public Records of Hillsborough County, Florida, all lying in westerly of Fractional Sections 17 and 20, Township 31 South, Range 19 East, Hillsborough County, Florida, more particularly described as follows:

From the Northeast corner of Fractional Section 16, Township 31 South, Range 19 East, Hillsborough County, Florida run thence N. 88° 56' 28" W., along the north boundary and the westerly extension of said Section 16, a distance of 5900.00 feet; thence S. 34° 59' 22" W., along the Bulthead line as shown in Plat Book 35, Page 16 of the Public Records of Hillsborough County, Florida, a distance of 2,288.40 feet; thence S. 45° 37' 51" W., a distance of 3,629.67; thence S. 38° 38' 22" W., a distance of 1160.00' to the POINT OF BEGINNING; thence departing said Bulthead line S. 51° 21' 38" E., a distance of 235.00'; thence N. 85° 02' 25" E., a distance of 50.75 feet; thence S. 51° 21' 38" E., a distance of 56.42' to the southwesterly right-of-way of Harbelle Boulevard as shown on the Plat of Andalucia Subdivision, Plat Book 67, Page 30-6 of the Public Records of Hillsborough County, Florida, and the beginning of a curve concave easterly having a radius of 291.00 feet and a central angle of 13° 12' 17", thence along the arc of said curve a distance of 67.06'; thence S. 4° 38' 20" E., a distance of 101.13 feet, to the beginning of a curve concave northwesterly having a radius of 25.00 feet and a central angle of 85° 16' 54", thence along the arc of said curve a distance of 37.21 feet to the northwesterly right-of-way of Alhambra Drive, as shown on the Plat of Andalucia Subdivision, and the beginning of a curve concave southerly having a radius of 225.00 feet and a central angle of 24° 12' 00", thence along the arc of said curve a distance of 95.03 feet; thence departing said northwesterly right-of-way of Alhambra Drive N. 51° 21' 38" W., a distance of 175.80 feet; thence N. 34° 42' 18" W., a distance of 69.79 feet; thence N. 51° 21' 38" W., a distance of 148.16 feet to the Bulthead line as shown in Plat Book 35, Page 16 of the Public Records of Hillsborough County, Florida, thence N. 38° 38' 22" E., a distance of 187.93 feet to the POINT OF BEGINNING.

Said parcel contains 1.935 Acres More or Less



1 OF 1	SCAROLA ASSOCIATES ENGINEERING DESIGN AND LAND CONSULTANTS, P.A. 1942 W.A. HENRY AT E. STATE ST. - A, APOLLA BEACH, FL 32777	ASSOCIATION D&E SURVEYING, INC.	ENGINEERING	SURVEY	R C I V I S I O N
			SCALE	PROJECT	
			DATE	DATE	

"Exhibit A"

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS
AND ASSESSMENTS FOR ANDALUCIA**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS OF ANDALUCIA is executed this 30th day of January, 1992, by APOLLO CAY CORPORATION, a Florida corporation ("Developer"), FRANDORSON PROPERTIES, a Michigan limited partnership ("Frandonson"), and ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association").

WITNESSETH:

WHEREAS, on or about February 7, 1989, Developer and Frandonson caused to be executed that certain Declaration of Covenants, Restrictions and Assessments for Andalucia, a Private Subdivision at Apollo Beach, which was recorded in Official Records Book 5620, Page 107, of the Public Records of Hillsborough County, Florida, which declaration has heretofore been amended by two (2) different amendments (as so amended, the "Declaration"); and

WHEREAS, Developer and Frandonson subdivided a portion of Andalucia, a Private Subdivision and, in connection therewith, caused to be prepared and filed a certain subdivision map or plat for THE VILLAS AT ANDALUCIA, A PRIVATE SUBDIVISION, A REPLAT OF PARCELS 39, 40, 41, AND 42 OF ANDALUCIA SUBDIVISION PLAT BOOK 67, PAGE 30 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA (the "Villas Plat"), which Villas Plat was recorded in Plat Book 68, Page 46, Public Records of Hillsborough County, Florida; and

WHEREAS, the Villas Plat depicted a certain "Lot A" located between Lots 12 and 13 shown on the Villas Plat ("Lot A") and provided that Developer would convey Lot A to the Master Association to hold and manage pursuant to the terms of the Declaration; and

WHEREAS, Developer, Frandonson and Master Association have determined that Lot A does not form a necessary or desirable part of the Common Areas of Andalucia or The Villas at Andalucia and, in fact, the ownership and management of Lot A by the Master Association would create an unnecessary and detrimental financial burden on the Master Association; and

WHEREAS, Developer, Frandonson and Master Association desire to amend the Declaration in the manner hereinafter set forth and such amendment has been approved by a majority of the voting members of the Master Association;

NOW, THEREFORE, Developer and Master Association, joined by Frandonson, hereby amend the Declaration as follows:

1. Amendment to Section 2.2. Section 2.2 of the Declaration is hereby amended and supplemented by adding thereto the following subsection:

h. The right of the Association to reconvey to Developer all right, title and interest of the Association and its members in and to Lot A, or in the event that Lot A has not yet been conveyed by Developer to the Association, the right of the Association to renounce, release and quit-claim to Developer any interest which the Association and its members have in Lot A by virtue of the Villas Plat. From and after such reconveyance or release and quit-claim, Lot A shall not constitute a part of the Common Areas of Andalusia Subdivision or of the Villas at Andalusia Subdivision.

2. Remainder of Declaration Unchanged. Except as expressly amended and supplemented hereby, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer and Master Association, joined by Frandorson, have caused this Third Amendment to Declaration of Covenants, Restrictions and Assessments of Andalusia to be executed the day and year first above written.

SIGNATURES WITNESSED BY:

APOLLO GAY CORPORATION, a Florida corporation

Michael Ray
Print Name: Michael Ray

By: [Signature]
Zaki Mahayni, President

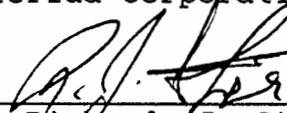
Craig B. Meiler
Print Name: CRAIG B. MEILER
As to Developer


Attest: [Signature]
Jo Ann Cartwright, Assl. Secy.

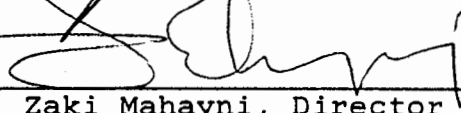
(CORPORATE SEAL)

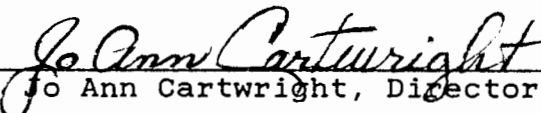
"DEVELOPER"

ANDALUCIA MASTER ASSOCIATION, INC.
a Florida corporation not-for-profit

By: 
Richard, J. Stier, President

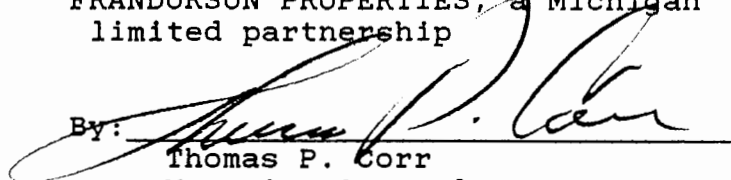
By: 
Richard J. Stier, Director

By: 
Zaki Mahayni, Director

By: 
Jo Ann Cartwright, Director

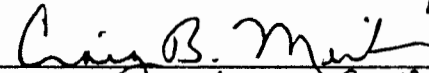
"MASTER ASSOCIATION"

FRANDORSON PROPERTIES, a Michigan
limited partnership

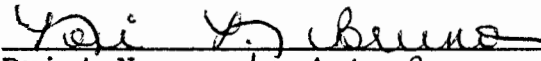
By: 
Thomas P. Corr
Managing General Partner

"FRANDORSON"


Print Name: Michael Ray


Print Name: CRAIG B. MEILER
As to Master Association


Print Name: PATRICIA L. CORR


Print Name: Lori L. Bruno
As to Frandorson

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by Zaki Mahayni and Jo Ann Cartwright, respectively the President and Assistant Secretary of APOLLO CAY CORPORATION, a Florida corporation, to me personally known and who did take an oath, on behalf of the Corporation.

(Notarial Seal)

Gay C. Duncan
Gay C. Duncan
Notary Public
Notary Public, State of Florida
My Commission Expires March 16, 1993
Bonded thru Froy Fair Insurance Inc.

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by Richard J. Stier, as President and Director, and Zaki Mahayni and Jo Ann Cartwright, as all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation, to me personally known and who did take an oath, on behalf of the Corporation.

(Notarial Seal)

Gay C. Duncan
Gay C. Duncan
Notary Public
Notary Public, State of Florida
My Commission Expires March 16, 1993
Bonded thru Froy Fair Insurance Inc.

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me this 31st day of January, 1992, by Thomas P. Corr, as Managing General Partner of FRANDORSON PROPERTIES, a Michigan limited partnership, to me personally known and who did take an oath, on behalf of the partnership.

(Notarial Seal)

Laura E. Porter
Print Name: LAURA E. PORTER
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 28, 1992

CERTIFICATION

THE UNDERSIGNED, being the President and all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association") hereby certify that the foregoing Third Amendment to the Declaration of Covenants, Restrictions and Assessments for Andalusia, a Private Subdivision at Apollo Beach (the "Declaration") has been approved by a majority of the voting members of the Master Association. This certification is given pursuant to the provisions of Section 8.2 of the Declaration.

DATED this 30th day of January, 1992.

WITNESSES:

ANDALUCIA MASTER ASSOCIATION, INC.
a Florida corporation not-for-profit

By: [Signature]
Richard J. Stier, President

By: [Signature]
Richard J. Stier, Director

By: [Signature]
Zaki Mahayni, Director

By: [Signature]
Jo Ann Cartwright, Director

[Signature]
Print Name: Michael Ray

[Signature]
Print Name: CRAIG B. MELEN

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by Richard J. Stier, as President and Director, and Zaki Mahayni and Jo Ann Cartwright, as all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation, to me personally known and who did take an oath, on behalf of the Corporation.

(Notarial Seal)

[Signature]
Gay C. Duncan
Notary Public
Notary Public, State of Florida
My Commission Expires March 16, 1993
Banded Thru Troy Fain - Insurance Inc.

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS
AND ASSESSMENTS FOR ANDALUCIA**

RECORD VERIFIED
Richard Allen
Clerk of Circuit Court
Hillsborough County, Fla.
By Sandra L. Neely, D.C.

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS OF ANDALUCIA is executed this 21 day of September, 1992, by APOLLO CAY CORPORATION, a Florida corporation ("Developer"), and ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association").

WITNESSETH:

WHEREAS, on or about February 7, 1989, Developer caused to be executed that certain Declaration of Covenants, Restrictions and Assessments for Andalucia, a Private Subdivision at Apollo Beach, which was recorded in Official Records Book 5620, Page 107, of the Public Records of Hillsborough County, Florida, which declaration has heretofore been amended by three (3) different amendments (collectively, the "Declaration"); and

WHEREAS, the Declaration provides, in Section 8.2 thereof, that the Declaration may be amended by the Master Association by an instrument executed by the Board of Directors of the Master Association provided that the amendment is approved by a majority of the voting members of the Master Association; and

WHEREAS, Developer desires to place certain restrictions on certain of the lots, tracts and/or parcels now owned by Developer, and

WHEREAS, certain aspects of the Declaration require classification and Developer and Master Association desire to amend the Declaration in the manner hereinafter set forth and such amendment has been approved by a majority of the voting members of the Master Association;

NOW, THEREFORE, Developer and Master Association hereby amend the Declaration as follows:

1. Amendment to Section 3.2. Section 3.2, subsection a., of the Declaration is hereby amended and supplemented by adding thereto, at the end thereof, the following sentence:

Notwithstanding the foregoing, in the event that an Owner owns more than one (1) contiguous Single Family Lot, which Lots have been combined to form one (1) home site by virtue of the fact that (i) one (1) residence has been or is in the process of being constructed in such a manner that no additional residence(s) can be constructed on such Lots or (ii) the Owner of such Lots has delivered to the Master

THIS INSTRUMENT PREPARED BY RICHARD H. SOLLNER
TRENAM, SIMMONS, KEMKER, SCHARF, BARKIN, FRYE & O'NEILL, P.A.
P. O. BOX 1102 TAMPA, FLORIDA 33601

RETURN TO:
APOLLO CAY CORP.
P.O. BOX 3153
APOLLO BEACH, FL. 33572

Association a written and acknowledged statement of such Owner's intent to use such Lots as one (1) home site (a "Statement of Intent"), then, for so long as such Lots are used as one (1) home site or, in the case of Lots which are covered by a Statement of Intent, (x) the Owner of such Lots does not seek to sell one or more, but not all of the combined Lots, (y) construct a residence in a manner which would permit another residence to be constructed on the combined Lots or (z) otherwise act in a manner contrary to the Statement of Intent, such Owner shall be entitled to only one (1) Class A vote for the combined Lots.

2. Amendment to Section 4.1. Section 4.1 of the Declaration is hereby amended and supplemented by adding thereto, as the fifth sentence of said Section, the following:

Further, the Association shall maintain the mitigation/preservation area located contiguous to, but seaward of, the Southeast boundary of Andalusia in accordance with the rules and regulations of the Tampa Port Authority and other applicable governmental authorities.

3. Addition of Section 5.31 to Article 5. Article 5 of the Declaration is hereby amended and supplemented by adding thereto, as Section 5.31, the following:

5.31 Limitation on Riparian Rights Relating to Certain Lots. Except for the Beach Club site located on Parcel 2 of Andalusia on which may be constructed a pier for use by its members, (i) for purposes of the regulations of the Tampa Port Authority relating to the construction of individual private docks, the owners of the lots, tracts and/or parcels described on Exhibit "A" attached hereto (the "Restricted Lots") shall not be deemed or considered to be "riparian owners" and (ii) no individual or private boat dock or pier shall be constructed on or connected to any Restricted Lot.

4. Addition of Section 7.10 to Article 7. Article 7 of the Declaration is hereby amended and supplemented by adding thereto, as Section 7.10, the following:

7.10 Combined Single Family Lots. Notwithstanding anything contained in this Article 7 to the contrary, in the event that an Owner owns more than one (1) contiguous Single Family Lot, which Lots have been combined to form one (1) home site by virtue of the fact that (i) one (1) residence has been or is in the process of being constructed in such a manner that no additional residence(s) can be constructed on such Lots or (ii) the Owner of such Lots has delivered to the Master Association a written and acknowledged statement of such Owner's intent to use such Lots as one (1) home site (a "Statement of Intent"), then, for so long as Lots are used as one (1) home site, or, in the case of Lots which are covered by a

Statement of Intent, the Owner of such Lots does not seek to sell one or more, but not all of the combined Lots, construct a residence in a manner which would permit another residence to be constructed on the combined Lots or otherwise act in a manner contrary to the Statement of Intent, such combined Lots shall be assessed for annual assessments, special assessments and all other assessments levied or imposed by the Association as a single Lot.

5. Remainder of Declaration Unchanged. Except as expressly amended and supplemented hereby, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer and Master Association have caused this Fourth Amendment to Declaration of Covenants, Restrictions and Assessments of Andalucia to be executed the day and year first above written.

SIGNATURES WITNESSED BY:

APOLLO CAY CORPORATION, a Florida corporation

Craig B. Meiler
Print Name: CRAIG B. MEILER

By: Zaki Mahayni, President

Gay C. Paul
Print Name: GAY C. PAUL
As to Developer

Attest: Richard J. Stier
Executive Vice President

(CORPORATE SEAL)

"DEVELOPER"

ANDALUCIA MASTER ASSOCIATION, INC.
a Florida corporation not-for-profit

Craig B. Meiler
Print Name: CRAIG B. MEILER

By: Richard J. Stier, President

Gay C. Paul
Print Name: GAY C. PAUL
As to Master Association

By: Richard J. Stier, Director

By: Zaki Mahayni, Director

"MASTER ASSOCIATION"

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 30th day of September, 1992, by Zaki Mahayni and Richard J. Stier, respectively the President and Exec. Vice President of APOLLO CAY CORPORATION, a Florida corporation, both to me personally known and who did not take an oath, on behalf of the Corporation.

(Notarial Seal)

Jo Ann Cartwright
Jo Ann Cartwright
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: June 31, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 30th day of September, 1992, by Richard J. Stier, as President and Director, and Zaki Mahayni, Director, and as all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation, both to me personally known and who did not take an oath, on behalf of the Corporation.

(Notarial Seal)

Jo Ann Cartwright
Jo Ann Cartwright
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: June 31, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

CERTIFICATION

THE UNDERSIGNED, being the President and all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association") hereby certify that the foregoing Fourth Amendment to the Declaration of Covenants, Restrictions and Assessments for Andalusia, a Private Subdivision at Apollo Beach (the "Declaration") has been approved by a majority of the voting members of the Master Association. This certification is given pursuant to the provisions of Section 8.2 of the Declaration.

DATED this 30th day of September, 1992.

WITNESSES:

ANDALUCIA MASTER ASSOCIATION, INC.
a Florida corporation not-for-profit

Craig B. Melen
Print Name: CRAG B. MELEN

By: [Signature]
Richard J. Stier, President

Sam C. Paul
Print Name: SAM C. PAUL

By: [Signature]
Richard J. Stier, Director

By: [Signature]
Zaki Mahayni, Director

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me this 30th day of September, 1992, by Richard J. Stier, as President and Director, and Zaki Mahayni, Director, and as all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation, to me personally known and who did not take an oath, on behalf of the Corporation.

(Notarial Seal)

Jo Ann Cartwright
Jo Ann Cartwright
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: June 21, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

6
ls

PREPARED BY AND AFTER RECORDING
RETURN TO:
Richard H. Sollner, Esq.
Trenam, Kemker, Scharf, Barkin,
Frye, O'Neill & Mullis, P.A.
101 E. Kennedy Blvd., Suite 2700
Tampa, FL 33602

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

[Space Above This Line for Recording Data]

AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS
AND ASSESSMENTS FOR ANDALUCIA

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS OF ANDALUCIA is executed this 14 day of November, 1997, by APOLLO CAY CORPORATION, a Florida corporation ("Developer"), and ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association").

WITNESSETH:

WHEREAS, on or about February 7, 1989, Developer caused be executed that certain Declaration of Covenants, Restrictions and Assessments for Andalucia, a Private Subdivision at Apollo Beach, which was recorded in Official Records Book 5620, Page 107, of the Public Records of Hillsborough County, Florida, which declaration has heretofore been amended or supplemented by six (6) different amendments or supplements (as so amended and supplemented, the "Declaration"); and

WHEREAS, Developer and Master Association have determined that certain provisions of the Declaration dealing with sales, commercial activities and parcels and amendments to the Declaration are either inapplicable, because of changes in the plan of development, or ambiguous and capable of interpretation in a manner which would not be consistent with the intent of the Declaration and would be detrimental to the Subdivision and the owners of property within the Subdivision; and

WHEREAS, in order to clarify such ambiguities, Developer and Master Association desire to amend the Declaration in the manner hereinafter set forth and such amendment has been approved by a majority of the voting members of the Master Association; and

NOW, THEREFORE, Developer and Master Association hereby amend the Declaration as follows:

1. Deletion of Section 1.6. Section 1.6 of the Declaration relating to Commercial Parcels is hereby deleted in its entirety and all references to Commercial Parcels in the Declaration are hereby deleted and shall be disregarded in construing the meaning and intent of the Declaration.

2. Clarification of Subsection g. to Section 2.2. Subsection g. to Section 2.2 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

g. The right of the Developer, and Developer's sales agents, customers, representatives and designated assigns, for so long as the Developer owns any Lot or parcel of real property which Developer holds for sale in the ordinary course of business, to the nonexclusive use of the Common Elements and the improvements thereon and facilities thereof, without charge, for sales and related business activities, display, access, construction, ingress, egress and exhibit purposes, including, without limitation, the right to continue to use the portions of the pavilion and gatehouse currently being used by Developer for Developer's sales and business offices and related activities.

3. Replacement of Section 5.3. Section 5.3 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

5.3 Commercial Use. Except for (i) the operation of the Beach Club and the Marina and (ii) the use by Developer of portions of the Common Elements and the Lots or other parcels of property in Andalucia owned by the Developer which are being developed or held for sale in the ordinary course of business, none of the Lots or other portions of Andalucia shall be used for any commercial, business, manufacturing, mercantile, storing, vending or any other purpose which is incompatible with the residential use and purpose of Andalucia.

4. Replacement of Section 8.2. Section 8.2 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

8.2 Amendment. Except as hereinafter provided, the terms, conditions, covenants and restrictions of this Declaration may be amended only with the approval of the Board of Directors of the Association and sixty-six and two-thirds percent (66 2/3%) of the Members of the Association. Any such amendment shall be effected by the recording, in the Public Record of Hillsborough County, Florida, of an instrument signed by the Board of Directors of the Association, with an attached or incorporated certification that the amendments contained therein have been approved by the required percentage of the Members of the Association. Notwithstanding the foregoing or any other provisions of the Declaration to the contrary, unless currently specifically authorized by the provisions of the Declaration, no amendment which would (i) materially reduce or diminish the rights and privileges granted to an Owner or Member by this Declaration, (ii) materially increase any obligations or duties imposed on an Owner or Member by this Declaration, (iii) impose on an Owner or a Member any material obligation or duty not then imposed on such Owner or Member by this Declaration, or (iv) increase the financial burden of Association assessments on one Owner or Member or one group of Owners or Members, but not on all Owners or Members equally, shall not be binding or effective unless agreed or consented to in writing by the Owner(s) or Member(s) who would be so affected by such amendment. Further,

Carole Chamberlin
Print Name: Carole Chamberlin
As to Master Association

By: Jo Ann Cartwright
Name: Jo Ann Cartwright
Title: Director

"MASTER ASSOCIATION"

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29th day of November, 1997, by Zaki S. Mahayni and Jo Ann Cartwright, respectively the President and Asst. Secretary of APOLLO CAY CORPORATION, a Florida corporation. They are either [please check as applicable] personally known to me or has produced their driver's licenses as identification.



(AFFIX NOTARIAL SEAL)

Name: Brigitte Chamberlin
[Please Print or Type]
NOTARY PUBLIC, State of Florida
My Commission Expires: March 5, 2001
My Commission No. CC 627194

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29th day of November, 1997, by Zaki S. Mahayni, as President, and Zaki S. Mahayni, David R. Fernandez and Jo Ann Cartwright, as all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation. They are either [please check as applicable] personally known to me or has produced their driver's licenses as identification.



(AFFIX NOTARIAL SEAL)

Name: Brigitte Chamberlin
[Please Print or Type]
NOTARY PUBLIC, State of Florida
My Commission Expires: March 5, 2001
My Commission No. CC 627194

CERTIFICATION

THE UNDERSIGNED, being the President and all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association") hereby certify that the foregoing Sixth Amendment to the Declaration of Covenants, Restrictions and Assessments for Andalusia, a Private Subdivision at Apollo Beach (the "Declaration") have been approved by a majority of the voting members of the Master Association. This certification is given pursuant to the provisions of Section 8.2 of the Declaration.

DATED this 14th day of November, 1997.

ANDALUCIA MASTER ASSOCIATION,
INC., a Florida corporation not-for-profit

By: [Signature]
Name: Zaki S. Mahayni
Title: President and Director

Jack H Blair
Print Name: Jack H Blair

[Signature]
Print Name: [Signature]
As to Master Association

By: [Signature]
Name: David R. Fernandez
Title: Director

By: [Signature]
Name: Jo Ann Cartwright
Title: Director

"MASTER ASSOCIATION"

RETURN TO:

COMMERCE TITLE INSURANCE
AGENCY OF FLORIDA, INC.
218 Apollo Beach Blvd.
Apollo Beach, FL 33570

RECORD VERIFIED
Richard A. ...
Clark of Circuit Court
Hillsborough County, Fla.
By Ramon Duran, D.C.

SUPPLEMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS
AND ASSESSMENTS FOR ANDALUCIA

OFF. REC. 6907PG1267

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND ASSESSMENTS OF ANDALUCIA is executed this 26 day of FEBRUARY, 1992, by APOLLO CAY CORPORATION, a Florida corporation ("Developer"), FRANDORSON PROPERTIES, a Michigan limited partnership ("Frandonson"), and ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association").

WITNESSETH:

WHEREAS, on or about February 7, 1989, Developer and Frandonson caused be executed that certain Declaration of Covenants, Restrictions and Assessments for Andalucia, a Private Subdivision at Apollo Beach, which was recorded in Official Records Book 5620, Page 107, of the Public Records of Hillsborough County, Florida, which declaration has heretofore been amended by three (3) different amendments (as so amended, the "Declaration"); and

WHEREAS, at the time that the Declaration was originally recorded, Frandonson and Developer were joint developers of the property affected by the Declaration, but, since that time, Frandonson has conveyed all interest which it had in the property affected by the Declaration and has ceased to be a joint developer of such property; and

WHEREAS, Developer is the owner of Tracts 26 through 37, inclusive, and Parcel 38, all in Block 1 of Andalucia, a Private Subdivision ("Andalucia"), according to plat thereof recorded in Plat Book 67, Page 30, Public Records of Hillsborough County, Florida (the "Restricted Property"); and

WHEREAS, pursuant to the terms of the Declaration and the applicable zoning regulations, Developer is permitted to develop the Restricted Property as single family attached residences and multi-family residential structures (townhouses, apartments and condominiums), but Developer and Master Association have determined that it is best interest of Andalucia and the owners of lots therein that single family attached residences and multi-family residential structures not be constructed on the Restricted Property; and

WHEREAS, Developer and Master Association desire to supplement the Declaration in the manner hereinafter set forth and such supplement has been approved by a majority of the voting members of the Master Association; and

WHEREAS, Frandonson desires to join in the execution of this Supplement for the purpose of confirming that it is no longer a joint developer of the property affected by the Declaration;

THIS INSTRUMENT ELECTRONICALLY FILED BY THE CLERK OF HILLSBOROUGH COUNTY, FLORIDA, ON FEBRUARY 26, 1992 AT 10:58 AM. P.O. BOX 1102

NOW, THEREFORE, Developer and Master Association, joined by Frandorson, hereby supplement the Declaration as follows:

1. Development and Use of Restricted Property. Only single family detached residences, which term shall include but not be limited to single family residences which are commonly known of as "zero lot line houses," shall be constructed on the Restricted Property and any lots into which the Restricted Property may be subsequently subdivided and no single family attached residences or multi-family residential structures shall be constructed thereon. Nothing contained in the foregoing restriction is intended to or shall be deemed to limit or restrict Developer's right to further subdivide any or all of the tracts or parcels which constitute a portion of the Restricted Property, so long as the lots, tracts and/or parcels created by any such further subdivision of the Restricted Property are developed and used for the construction of single family detached residences.

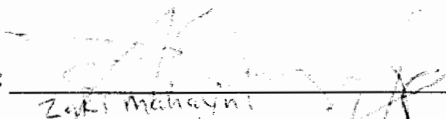
2. Remainder of Declaration Unchanged. Except as expressly supplemented hereby, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer and Master Association, joined by Frandorson, have caused this Supplement to Declaration of Covenants, Restrictions and Assessments of Andalusia to be executed the day and year first above written.

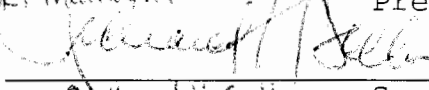
SIGNATURES WITNESSED BY:

APOLLO CAY CORPORATION, a Florida corporation


Print Name: RICHARD J. STIER

By: 
Zaki Mahayni President


Print Name: Gay Conitt
As to Developer

Attest: 
Richard H. Solner Secretary

(CORPORATE SEAL)

Address of Developer:

P.O.Box 3153
Apollo Beach, FL 33572

"DEVELOPER"

ANDALUCIA MASTER ASSOCIATION, INC.
a Florida corporation not-for-profit

By: [Signature]
President R.J. Stier

By: [Signature]
Director Zaki Mahayni

By: [Signature]
Director R.J. Stier

By: [Signature]
Director JoAnn Cartwright

[Signature]
Print Name: Gay C. Duncan

[Signature]
Print Name: Gay C. Duncan
As to Master Association

Address of Master Association:

P.O.Box 3153
Apollo Beach, FL 33572

"MASTER ASSOCIATION"

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 26
day of February, 1992, by Zaki Mahayni and
Richard H. Sollner, respectively the President and Secretary of
APOLLO CAY CORPORATION, a Florida corporation, to me personally
known and who did take an oath, on behalf of the corporation.

(Notarial Seal)

[Signature]
Print Name: Gay C. Duncan
Notary Public
My Commission Expires:

Notary Public for the State of Florida
My Commission Expires 12/31/93
State of Florida Department of Banking and Finance

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 26 day of February, 1992, by Richard J. Stier, as President, and Zaki S. Mahayni, Richard J. Stier and Jo Ann Cartwright, as all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation, to me personally known and who did take an oath, on behalf of the corporation.

(Notarial Seal)

Gay C. Duncan
Print Name: Gay C. Duncan
Notary Public
My Commission Expires:
March 26, 1993
Gay C. Duncan
Notary Public
My Commission Expires: March 26, 1993

JOINDER BY FRANDORSON

FRANDORSON PROPERTIES hereby joins in the execution of this Supplement for the purpose of establishing of record the fact that it has not been since DEC. 1, 1990, a joint developer of the property affected by the Declaration and, accordingly, it is not, and has not been since the aforesaid date, a necessary party to any amendments or supplements to the Declaration.

FRANDORSON PROPERTIES, a Michigan limited partnership

[Signature]
Print Name: RICHARD WESTER

By: [Signature]
Thomas P. Corr
Managing General Partner

[Signature]
Print Name: GAY C. DUNCAN
As to Frandorson

"FRANDORSON"

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 26 day of February, 1992, by THOMAS P. CORR, as Managing General Partner of FRANDORSON PROPERTIES, a Michigan limited partnership, to me personally known and who did take an oath, on behalf of the limited partnership.

(Notarial Seal)

[Signature]
Print Name: Gay C. Duncan
Notary Public
My Commission Expires:

[Signature]
Notary Public
My Commission Expires: 12/31/98

CERTIFICATION

THE UNDERSIGNED, being the President and all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association") hereby certify that the foregoing Supplement to the Declaration of Covenants, Restrictions and Assessments for Andalusia, a Private Subdivision at Apollo Beach (the "Declaration") have been approved by a majority of the voting members of the Master Association. This certification is given pursuant to the provisions of Section 8.2 of the Declaration.

DATED this 26 day of February, 1992.

WITNESSES:

ANDALUCIA MASTER ASSOCIATION, INC.
a Florida corporation not-for-profit

By: [Signature]
President

By: [Signature]
Director

By: [Signature]
Director

By: _____
Director

[Signature]
Print Name: [Name]

[Signature]
Print Name: [Name]
As to Andalusia Master Association, Inc.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 26 day of February, 1992, by Richard J. Stier, as President, and Zaki Mahayni, and Jo Ann Cartwright, as all of the members of the Board of Directors of ANDALUCIA MASTER ASSOCIATION, INC., a Florida corporation, to me personally known and who did take an oath, on behalf of the corporation.

(Notarial Seal)

[Signature]
Print Name: [Name]
Notary Public
My Commission Expires:

h:/re/rhs/andal/6thDecl.amd

[Signature]
My Commission Expires [Date]
Notary Public

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of ANDALUCIA MASTER ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 8, 1989, as shown by the records of this office.

The document number of this corporation is N30558.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of February, 1989.



CR2EO22 (6-88)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

ANDALUCIA MASTER ASSOCIATION, INC.,
A Florida Not For Profit Corporation

RECORDED
FEB 2 1982 PM 1:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby organize a not-for-profit corporation under the provisions of the Florida Not For Profit Corporation Act, and pursuant to the following Articles of Incorporation.

ARTICLE 1

Name

The name of this corporation is:

Andalucia Master Association, Inc.

For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE 2

Duration

The Association shall have perpetual existence, commencing upon filing.

ARTICLE 3

Purposes

This Association, a not-for-profit corporation, is organized for the purpose of promoting the health, safety, and general welfare of the residents within all or any portion of those

certain tracts of land located in Hillsborough County and more particularly described in the attached Exhibit "A," and any additional land as hereafter may be brought within the Association's jurisdiction. The Association's purposes include, without limitation, provision for the maintenance, preservation, and architectural control of the Lots, Common Areas, and Limited Common Areas, if any, now or hereafter created in the lands described above by recording in the Public Records of Hillsborough County, Florida that certain "Declaration of Covenants, Restrictions, and Assessments for Andalucia, a Private Subdivision at Apollo Beach" (the "Declaration"), and all Supplemental Declarations thereto, and within any additions to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration.

ARTICLE 4

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5

POWERS

The Association shall have the following powers:

1. General. The Association shall have all of the common

law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, or the By-Laws.

2. Enumeration. Without limitation, this Association is empowered to:

(a) Exercise all rights, powers, and privileges, and perform all duties, of this Association from time to time set forth in the Declaration and all Supplemental Declarations, the terms and provisions of which are herein incorporated by reference.

(b) In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal or mixed, tangible or intangible, in connection with this Association's affairs.

(c) Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration and all Supplemental Declarations.

(d) Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property.

(e) Borrow money, and mortgage, pledge, hypothecate, assign, grant security interests, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedicate, sell, or transfer all or any part of its property to any public agency, authority, or utility for such purposes and subject to such conditions as are agreed to by the Members.

(g) From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, the Common Area, and the Limited Common Areas consistent with the rights and duties established by the Declaration, and any applicable Supplemental Declaration, and these Articles.

(h) Enforce all provisions of the Declaration or any Supplemental Declaration, in its own name.

ARTICLE 6

MEMBERS

This Association is organized upon a nonstock basis and shall not issue shares of stock. Every person or entity who from time to time holds the record fee simple title of any Lot and is entitled to the beneficial enjoyment thereof shall be a member ("Member") of this Association, excluding any persons or entities who hold an interest in any Lot merely as security for performance of an obligation, except for mortgagees who have acquired title by foreclosure or by deed in lieu of foreclosure. If title to a Lot is held by more than one person, the co-owners or entity shall constitute one Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership

ARTICLE 9

Incorporators

The name and address of the incorporators of this Association are:

Frandonson Properties
6480 U.S. Highway 41 South
Suite 200-A
Post Office Box 3176
Apollo Beach, Florida 33570

Apollo Cay Corporation
Post Office Box 3153
Apollo Beach, Florida 33570

ARTICLE 10

Initial Members

The names and addresses of the initial Members of this Association are as follows:

Frandonson Properties
6480 U.S. Highway 41 South
Suite 200-A
Post Office Box 3176
Apollo Beach, Florida 33570

Apollo Cay Corporation
Post Office Box 3153
Apollo Beach, Florida 33570

ARTICLE 11

Indemnification

The Association may enter into indemnification agreements and adopt Bylaw provisions for indemnification of any officer or director, or any former officer or director, or may provide, at the Association's election, indemnification of any officer or director, or any former officer or director, without agreement or bylaw provisions to the full extent permitted by law. The Association shall not be subject to court-ordered indemnification pursuant to Section 607.014(9), Florida Statutes.

ARTICLE 12

Amendment

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto.

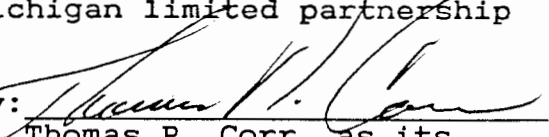
ARTICLE 13

BYLAWS

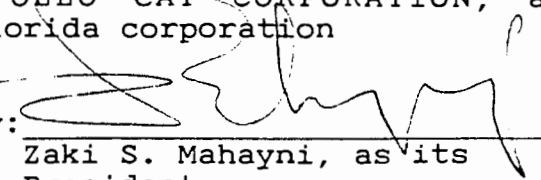
This Association's By-Laws initially will be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation, this 3rd day of February, 1989.

FRANDORSON PROPERTIES, a
Michigan limited partnership

By: 
Thomas P. Corr, as its
Managing General Partner

APOLO CAY CORPORATION, a
Florida corporation

By: 
Zaki S. Mahayni, as its
President

The undersigned accepts the appointment as registered agent for the Association.

Robert E. Aylward
ROBERT E. AYLWARD

STATE OF Florida)
)
COUNTY OF Hillsborough) ss.

BEFORE ME, personally appeared this day, Thomas P. Corr, the Managing General Partner of Frandorson Properties, a Michigan limited partnership, known to me to be the individual described in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he made, subscribed and acknowledged the foregoing Articles of Incorporation on behalf of the partnership as his voluntary act and deed, and that the facts set forth therein are true and correct.

WITNESS my hand and official seal this 3rd day of Feb. 1989.

Lillian E. Spangenberg
Notary Public

My Commission Expires:

March 23rd, 1991
My Commission Expires March 16, 1991
Notary Public, Hillsborough County, Florida

STATE OF Florida)
)
COUNTY OF Hillsborough) ss.

BEFORE ME, personally appeared this day, Zaki S. Mahayni known to me to be the individual described in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he made, subscribed and acknowledged the foregoing Articles of Incorporation on behalf of the partnership as his voluntary act and deed, and that the facts set forth therein are true and correct.

WITNESS my hand and official seal this 3rd day of Feb. 1989.

Lillian E. Spangenberg
Notary Public

My Commission Expires:

March 23rd, 1991
My Commission Expires March 16, 1991
Notary Public, Hillsborough County, Florida

EXHIBIT "A"

DESCRIPTION: (OVERALL)

A parcel of land located Westerly of Fractional Sections 16, 19 and 20 and in Fractional Sections 19 and 20 Township 31 South, Range 19 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the Northeast corner of Fractional Section 16, Township 31 South, Range 19 East, Hillsborough County, Florida; thence on the North boundary and the Westerly extension thereof, North 88°56'28" West, a distance of 5900.00 feet to a point on the Northerly extension of the Bulkhead line as shown in Plat Book 35, Page 16 of the Public Records of Hillsborough County, Florida; thence on said Northerly extension of and on said Bulkhead line South 34°59'22" West, a distance of 2288.40 feet; thence continue on said Bulkhead line South 45°37'51" West, a distance of 2789.67 feet, to the POINT OF BEGINNING; thence departing said Bulkhead line South 44°22'09" East, a distance of 300.00 feet; thence North 45°37'51" East, a distance of 860.00 feet; thence South 44°22'09" East, a distance of 60.00 feet; thence South 45°37'51" West, a distance of 860.00 feet; thence South 44°22'09" East, a distance of 270.00 feet; thence North 45°37'51" East, a distance of 635.00 feet; thence South 44°22'09" East, a distance of 825.00 feet; thence South 45°37'51" West, a distance of 1386.12 feet; thence South 38°38'22" West, a distance of 2359.65 feet; thence North 51°21'38" West, a distance of 1455.00 feet to a point on the aforesaid Bulkhead line; thence on said Bulkhead line North 38°38'22" East, a distance of 2448.54 feet; thence North 45°37'51" East, a distance of 840.00 feet, to the POINT OF BEGINNING.

Containing 120.089 acres of land, more or less.

BYLAWS
OF
ANDALUCIA MASTER ASSOCIATION, INC.,
A Florida Not For Profit Corporation

ARTICLE I

ORGANIZATION

These are the Bylaws of ANDALUCIA MASTER ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), with its principal office located at 6480 S. U.S. Highway 41, Suite 200A Apollo Beach, FL 33570, or such other place within the State of Florida as the Board of Directors may from time to time determine. Express reference is herein made to the "Declaration of Covenants, Restrictions, and Assessments for Andalucia, a Private Subdivision at Apollo Beach" (the "Declaration") recorded in the Public Records of Hillsborough County, Florida, and all Supplemental Declarations, where necessary to interpret, construe, and apply these By-Laws.

(a) Definitions. All terms defined in the Declaration have the same meaning used in these By-Laws.

(b) Consistency. By adopting these By-Laws, this Association's membership intends them to be consistent with the provisions of this Association's Articles of Incorporation ("Articles") and with those of the Declaration and all Supplemental Declarations.

(c) Conflict. These By-Laws are to be interpreted, construed, and applied with the Articles, the Declaration, and all Supplemental Declarations to avoid inconsistencies or conflicting results, but, if such conflict necessarily results, the provisions of the Articles, the Declaration, or any Supplemental Declaration control anything to the contrary in these By-Laws.

ARTICLE II

PURPOSES

Section 1. Purposes. The Association has been organized for the purposes stated in the Articles of Incorporation and shall have all the powers provided in these Bylaws, the Articles of Incorporation, and the laws of Florida.

Section 2. Distribution of Earnings. The Association is not formed for pecuniary profit or financial gain, and no part of the Association's income or assets shall inure to the benefit of any private individual, or be distributable to any Member,

Director, or Officer, except the Association may pay reasonable compensation to its Members, Directors, or officers for services rendered.

ARTICLE III

MEMBERSHIP

Section 1. Eligibility. Membership in this Association is set forth in Article 5 of the Articles.

Section 2. Classes of Members. There shall initially be two classes of voting membership: Owners having Class A votes and Owners having Class B votes. The identity of the Owners having Class A votes and the Owners having Class B votes and their respective voting rights are set forth in the Declaration.

Section 3. Certificate of Membership. Membership in the Association shall be evidenced by a certificate of membership, which shall state, prominently on the face of the certificate, that the Association is a nonprofit corporation, that no dividends shall ever be paid by the Association with respect to the membership certificates, and that no part of the Association's income shall be distributed to its Members. The Association may, however, pay reasonable compensation to its Members, Directors, or officers for services rendered. All Members shall be entitled to all membership privileges, including the privileges of voting and holding office.

Section 4. No Vested Rights. No member of this Association has any vested right, interest, or privilege of, in or to the assets, functions, affairs, or franchises of this Association, nor any right, interest or privilege that is transferable or inheritable except as an incident to the transfer of title to such Member's Lot.

Section 5. Membership Meetings. All meetings of the Members shall be held at the principal office of the Association, or at such other place as may from time to time be determined by the Board of Directors and specified in the notice of such meeting. Written notice stating the place, day, and hour of the annual meeting of the Members and written notice stating the place, day, hour, and purpose or purposes of each special meeting of the Members shall be given to each Member in good standing at least ten (10) and not more than sixty (60) days before the date set for such meeting, either personally or by first class mail, to each Member of record. Notice of any membership meeting may be waived by any Member in writing signed by such Member. Attendance at any membership meeting, in person or by proxy, shall constitute waiver of notice, except when the Member attends

shall continue to be counted for purposes of determining the existence of a quorum. For purposes of this section, the principals or partners of any entity (other than a corporation) shall be deemed co-owners, and the directors and officers of a corporation shall be deemed co-owners.

Section 11. Written Action. Any action allowed or required to be taken at a meeting of the Members may be taken without such meeting, if, prior to such action, a consent in writing, setting forth the action to be taken, shall be signed by Members holding not less than the minimum number of votes necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. If less than all the Members so consent, then within ten (10) days after such action is taken, the non-consenting Members must be given notice of such action.

Section 12. Proxies. Every Member may authorize another person or persons to act for him by proxy. Every proxy must be signed by the Member or by his attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

Section 13. Order of Business. At each meeting of the Members, the order of business shall be as follows:

- (a) Roll Call
- (b) Reading of the minutes of the preceding meeting
- (c) Reports of committees
- (d) Reports of officers
- (e) Old and unfinished business
- (f) New business
- (g) Adjournment

Section 14. Membership Book. The Association shall keep and maintain a membership book containing the name and address of each Member, and a legal description of each Member's Lot. A termination of membership shall be recorded in the book. All membership rights and privileges shall cease upon recording the termination of membership in the membership book.

Section 15. Inspection of Books and Records. The records of the Association shall be open to inspection by the Members or any Institutional Lender during normal business hours or under reasonable circumstances. The records shall include copies of the Declaration, Articles of Incorporation, Bylaws, and any contracts entered into by the Association and the books, records, and financial statements of the Association.

Section 16. Association Borrowings. No lien to secure repayment of any sum borrowed by the Association may be created on any Lot without the consent of the owner of the Lot.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Management of the Association. The Association shall be managed by a Board of Directors consisting of at least four (4) Directors; provided, however, the number of Directors of the Association may be increased as the Members entitled to vote may determine at any annual or regular meeting. The Board shall supervise all of this Association's officers, agents, employees, committees, and contractors and shall see that their respective duties are properly performed. The Board otherwise shall manage the affairs of the Association as provided in these By-Laws, the Articles, the Declaration, and all Supplemental Declarations. The Board of Directors may exercise all powers of the Association and do all lawful acts unless such act would constitute a prohibited transaction or an act of self-dealing, as those terms are defined under the Internal Revenue Code of 1986, as amended, or under corresponding provisions of subsequent federal income tax law.

Section 2. Election and Term of Directors. Directors shall be elected at the annual meeting of the Members. Directors elected by the Members need not be Owners of Lots. Each Director elected shall hold office until the expiration of the term for which he was elected, or until his successor has been elected and qualified, or until his prior resignation or removal.

Section 3. Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board for any reason may be filled by a vote of the majority of Directors then in office, although less than a quorum exists. A Director elected to fill a vacancy caused by the resignation, death, or removal of a Director shall be elected to hold office until a special meeting of the Members is convened and a successor is elected to serve for the unexpired term of his predecessor.

Section 4. Removal of Directors. Any or all of the Directors may be removed with or without cause by the vote of the Members in accordance with these Bylaws.

Section 5. Resignation. A Director may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Association unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and

the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Quorum and Voting. A majority of the Directors shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present at any Board meeting at which a quorum is present shall be required to pass any resolution or to constitute a valid act of the Board. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present, and no further notice thereof need be given other than by announcement.

Section 7. Place and Time of Board Meetings. The Board of Directors may hold its meetings at the principal office of the Association or at such other places, either within or without the State of Florida, as it may from time to time determine. No notice of annual or regular meetings of the Board of Directors need be given.

Section 8. Annual Meetings. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members at the place of such annual meeting of the Members, for the purpose of electing officers and transacting such other business as may come before the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or a majority of the Directors. Written notice of each special meeting of the Board of Directors shall be given to each Director at least seven (7) days before the scheduled date of the special meeting. Each notice shall state the time, place, and purposes of the meeting. Notice of a meeting need not be given to any Director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Section 10. Chairman. At all meetings of the Board of Directors, the Chairman chosen by the Board, or, in his absence, the President, shall preside.

Section 11. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and that committee and other committees so designated shall serve at the pleasure of the Board. This Association at all times shall have an Architectural Review Committee as provided in Article 5 of the Declaration and the applicable provisions of all Supplemental Declarations.

ARTICLE V

OFFICERS

Section 1. Election and Term. At its annual meeting, the Board of Directors shall elect a President, Secretary, and Treasurer, and may elect a Chairman, one or more Vice Presidents, and such other officers as it may deem necessary, from time to time. Such officers shall have such duties and powers as hereinafter provided. All officers shall be elected annually and hold their respective offices at the pleasure of the Board.

Section 2. Removal, Resignation, Salary, Etc.. Any officer may be removed by the Board of Directors with or without cause, by the majority vote of the Directors at any meeting at which a quorum is present. In the event of the death, resignation, or removal of an officer, the Board of Directors in its discretion may elect or appoint a successor to fill the unexpired term. Any two or more offices may be held by the same person. The salaries of all officers shall be fixed by the Board of Directors. The Directors may require any officer to give security for the faithful performance of his duties.

Section 3. Chairman. The Chairman of the Board of Directors, if one is elected, shall preside at all meetings of the Board of Directors and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Association and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation. In the absence or non-election of the Chairman of the Board of Directors, the President shall preside at all meetings of the Board of Directors, and shall have general supervision, direction, and control of the business of the Association. He shall execute bonds, mortgages, and other contracts on behalf of the Association, and shall cause the seal to be affixed to any instrument requiring it.

Section 5. Vice President. During the absence or disability of the President, the Vice President, or if there are more than one, the Executive Vice President, shall have all the powers and functions of the President. Each Vice President shall perform such other duties as the Board of Directors shall prescribe.

Section 6. Secretary. The Secretary shall attend meetings of the Board of Directors and of the Members, record all votes and minutes of all proceedings in a book to be kept for that purpose, and give or cause to be given notice of all

meetings of Members and of special meetings of the Board of Directors. He shall be the custodian of the seal of the Association and affix the seal to any instrument when authorized by the Board of Directors, shall, when required, prepare or cause to be prepared and make available at each meeting of the Members a certified list in alphabetical order of the names and Members entitled to vote thereat, shall keep all the documents and records of the Association as required by law in a proper and safe manner, and shall perform such other duties as may be prescribed by the Board of Directors, or assigned to him by the President.

Section 7. Treasurer. The Treasurer shall have custody of the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in the Association's books, shall deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors, shall disburse funds of the Association as may be ordered or authorized by the Board of Directors and preserve proper vouchers for such disbursements, shall render to the President and Board of Directors periodic reports of the financial condition of the Association render a full financial report at the annual meetings of the Members if so requested, shall receive from all Association officers and agents at his request such reports and statements as he may require as to all financial transactions of the Association, and shall perform such other duties as are given him by these Bylaws or as from time to time are assigned to him by the Board of Directors or the President.

Section 8. Sureties and Bonds. In case the Board of Directors shall so require, any officer or agent of the Association shall execute, in favor of the Association, a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Association and including responsibility for negligence and for the accounting for all property, funds, or securities of the Association which may come into his hands.

Section 9. Finances and Assessments. The Board of Directors shall prepare a budget for each calendar year, which shall be used to establish the Assessments for the year. The budget may be amended from time to time if it appears that it is insufficient to pay the costs of the Association. Assessments shall be levied in the manner provided in the Declaration.

ARTICLE VI

INDEMNIFICATION

Section 1. Neither the Board, the Directors, nor the Officers of the Association (hereinafter referred to individually as the "Indemnitee," and collectively as the "Indemnites") shall be personally liable to the Members for any mistake of judgment or for any other acts or omissions of any nature whatsoever of such Board, its Directors, or Offices, and the Members shall indemnify and hold harmless the Indemnites, to the fullest extent permitted by applicable law, against the foregoing, and against any obligation to pay any judgment, penalty, or fine arising out of any action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative or other, including any appeal thereof (hereinafter referred to as a "Claim") to which Indemnitee is a party by reason of the fact that he/she is or was, or has agreed to become a Director, Officer, employee, or agent of the Association, or is now serving at the request of the Association as a Director, Officer, employee, or agent of the Association. The indemnification provided for in this Article VI shall be made no later than thirty (30) days after written demand is presented to the Association; provided, however, that no indemnification under this Article shall be made when a judgment or other final adjudication has established that Indemnitee's (individually or collectively) actions or omissions to act are material to the cause of action so adjudicated and constitute:

- (i) a violation of criminal law, unless Indemnitee(s) (individually or collectively) had reasonable cause to believe the conduct was lawful or had not reasonable cause to believe the conduct was unlawful;
- (ii) a transaction from which Indemnitee(s) (individually or collectively) derived an improper personal benefit;
- (iii) Indemnitee(s) (collectively or individually) acted with a conscious disregard for the best interests of the Association or willful misconduct.

Section 2. In all events, and notwithstanding the conditions and qualifications set forth above, the Members shall indemnify Indemnitee against all expenses in connection with a Claim (including attorneys' fees, costs, and charges) actually and reasonably incurred, if Indemnitee has been successful on the merits or otherwise in defense of any Claim or in defense of any issue or matter therein. Nothing herein contained shall make responsible or subject to liability any successor to the Association by operation of law or through purchase of the Association's interest in the Common Areas, Limited Common Areas, or any Lot (or any part thereof) (as defined in the Declaration) at

foreclosure, sale under power, or by deed in lieu of foreclosure, for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time such successor succeeded to the interest of the Association.

ARTICLE VII

CORPORATE SEAL

The seal of the Association shall be circular in form and bear the name of the Association, the year of its origination and the words "Not for Profit Corporation." The seal may be used by causing it to be impressed directly on the instrument or writing to be sealed, or upon adhesive substance affixed thereto.

ARTICLE IX

AMENDMENTS

These Bylaws may be amended, revised, supplemented, or repealed by the majority vote of the Board of Directors at any meeting at which a quorum is present, and new Bylaws may be adopted.

ARTICLE X


FISCAL YEAR

The fiscal year of the Association shall end on December 31.

The foregoing were adopted as the Bylaws of Andalusia Master Association, Inc., a Not For Profit Corporation, by its Board of Directors as of this 1st day of February, 1989.

ATTEST:

Angeliqve D. Lynch
Angeliqve D. Lynch, Secretary


Zaki Mahayni, President