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AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SHADOW OAKS ESTATES SUBDIVISION

*[Substantial Rewording of the Declaration of Covenants and Restrictions for
Shadow Oaks Estates Subdivision
See Original Declaration and prior amendments for previous text]*

Article I
Introduction and Submission

Section 1.1 The Property. Shadow Oaks Development Company and Valerie Quattlebaum, (hereinafter collectively “Initial Developer”) owned the fee simple title to certain land in Sarasota County, Florida, which was developed as Shadow Oaks Estates. That initial property was made subject to the Declaration of Covenants and Restrictions for Shadow Oaks Estates Subdivision, recorded in Sarasota County Official Records Book 3103, Pages 2308, et seq. (the “Original Declaration”), and is described both in Exhibit “A” to that Original Declaration and in the initial plat for Shadow Oaks Estates, recorded in Plat Book 39, Pages 42-42B of the Official Records of Sarasota County (the “Initial Property”). Subsequently, Rex S. Horton, Successor Trustee of the Anne K. Horton Revocable Trust, (the “Successor Developer”) acquired certain rights from the Shadow Oaks Estates Property Owners Association, Inc., as stated in the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Shadow Oaks Estates Subdivision (the “2004 Amendment”), recorded at Sarasota County Official Records Instrument No. 2004025562, and submitted additional property owned by the Successor Developer to Shadow Oaks Estates, which such property was made subject to both the Original Declaration and the 2004 Amendment. That additional property is identified as Shadow Oaks Estates, Unit II, and is described both in Exhibit “A” to the 2004 Amendment, and is platted in Plat Book 44, Pages 11-11A of the Public Records of Sarasota County, Florida (“Unit II”). The Initial Property and Unit II together are the total Property of Shadow Oaks Estates, which consists of fifty-five (55) platted Lots.

Section 1.2 Submission Statement. The Initial Developer submitted the Initial Property, all improvements erected to or to be erected thereon, all easements, rights, and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the ownership obligations and use restrictions described in the Original Declaration, recorded in Official Records Book 3103, Pages 2308, et seq. The Successor Developer added Unit II, all improvements erected to or to be erected thereon, all easements, rights, and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the ownership obligations and use restrictions described in the 2004 Amendment, recorded at Instrument No. 2004025562, and in Plat Book 44, Pages 11-11A of the Public Records of Sarasota County. As a result, the total Property was submitted in accordance with Florida Statutes Chapter 720.

Section 1.3 Identity. The name by which this Subdivision is identified is Shadow Oaks Estates. Shadow Oaks Estates is governed by this Amended and Restated Declaration, as well as the Articles of Incorporation and Bylaws that are attached hereto as Exhibits “B” and “C,” respectively.

Article II **Definitions**

Section 2.1 “Act” or “Homeowners’ Association Act” shall mean Chapter 720, Florida Statutes, as amended from time to time.

Section 2.2 “Articles” or “Articles of Incorporation” shall mean and refer to the Association’s Amended and Restated Articles of Incorporation, as amended from time to time.

Section 2.3 “Architectural Review Committee” or “ARC” shall mean the committee or Board as stated in Section 6.2 below, who shall review and evaluate all submissions as described in this Declaration.

Section 2.4 “Assessments” shall mean and refer collectively to “Common Assessments,” “Individual Assessments,” and “Special Assessments,” as the context may require.

Section 2.5 “Association” shall mean and refer to Shadow Oaks Estates Property Owners’ Association, Inc., a not for profit Florida Corporation, its successors and assigns.

Section 2.6 “Association Documents” shall mean any of several or all of those documents concerning the creation and operation of the Association, such documents being the Declaration, the Articles, these Bylaw, and rules and regulations promulgated by the Association from time to time.

Section 2.7 “Board” or “Board of Directors” shall mean and refer to the Board of Directors of Shadow Oaks Estates Owners’ Association, Inc.

Section 2.8 “Building” or “Structure” shall mean any structure that requires a county permit for construction or installation.

Section 2.9 “Bylaws” shall mean and refer to the Association’s Amended and Restated Bylaws, as amended from time to time.

Section 2.10 “Common Assessment” shall mean and refer to the charge against all Owners and their Lots representing their proportionate share of the Common Expenses of the Association.

Section 2.11 “Common Expenses” shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair, and replacement of the Common Areas, including reserves for the same to the extent adopted as part of the Association’s budget, as provided in these Bylaws, and the actual and estimated costs of carrying out the Association’s duties and responsibilities as provided in more detail in Article IV of this Declaration.

Section 2.12 “Common Area(s)” shall mean and refer to those portions of the community which are designated by Article III this Declaration as Common Areas, including any improvements thereon or any personal property owned by the Association used in the operation of

the Common Areas. The Common Areas shall include lakes located within the platted area of Shadow Oaks Estates which are not privately owned and designated on the Association's Plats as a private lot. The Common Areas are for the common use and enjoyment of the Lot Owners.

Section 2.13 "Common Surplus" shall mean the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues over the amount of Common Expenses.

Section 2.14 "Declaration" shall mean this Amended and Restated Declaration of Covenants and Restrictions for Shadow Oaks Estates Subdivision, as amended from time to time.

Section 2.15 "Governing Documents" shall mean this Declaration, the Articles of Incorporation, and the Bylaws.

Section 2.16 "Institutional Mortgagee" shall mean and refer to the holder of any Institutional Mortgage.

Section 2.17 "Lot" shall mean and refer to each separate numbered parcel of real property included in the Subdivision, together with any residences or improvements which may be constructed thereon.

Section 2.18 "Member" shall mean the Owner(s) of each Lot.

Section 2.19 "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one (1) or more persons or an entity, of the fee simple title to any Lot.

Section 2.20 "Rules," or "Rules and Regulations," shall mean the rules and regulations governing the use of the Common Areas and/or the use and occupancy of Lots which are adopted by the Board as provided in the Articles of Incorporation and the Bylaws.

Section 2.21 "Single Family" shall mean one (1) person or a group of two (2) or more persons living together as a family unit.

Section 2.22 "Subdivision" means Shadow Oaks Estates, as per the plats thereof recorded in Plat Book 39, Pages 42-42B, and Plat Book 34, Pages 11-11A, of the Public Records of Sarasota County, Florida.

Section 2.23 "Utility Services" shall mean, but not be limited to, electric power, gas, water, and sewer, garbage collection, basic cable television, and pest control services.

Article III **Common Areas**

Section 3.1 Definition of the Common Areas. The Common Areas shall include all of the Property not within a Lot or public right-of-way for the common use and enjoyment of all Lot Owners in Shadow Oaks Estates. The Common Areas include, but are not limited to, sidewalks and walkways, lakes, ponds, drainage canals, roads, entrance ways, parking areas, parks, nature preserves and common open spaces, and any other areas set aside for the benefit of all Lot Owners of Shadow Oaks Estates.

Section 3.2 Use and Maintenance of Common Areas. The Association shall maintain at its expense all portions of the Common Areas, other than the portions of the Common Areas which are maintained by a governmental entity. Every Lot Owner shall have the nonexclusive right to use the Common Areas in accordance with the following provisions:

- a. Lot Owners and their respective tenants, guests, invitees and licensees, and the holders of liens on the property shall have a nonexclusive, perpetual right of ingress and egress over and across all roads and walkways in Shadow Oaks Estates. This provision shall permit access to portions of the Property by those having a legitimate need for access, including those providing transportation services, utility services, United States mail carriers, and representatives of fire departments, police departments, and all other governmental agencies. The Association may grant similar rights to other parties by instruments recorded in the Public Records of Sarasota County, Florida.
- b. Subject to any rules and regulations adopted by the Association, portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of the Lot Owners.
- c. No improvements or structures on portions of the Property outside the Common Areas shall be made or erected that will adversely affect the Common Areas. No improvements or structures other than those built by or approved by the Association shall be constructed on the Common Areas. These provisions regarding Association approval shall not affect the Association's or the Lot Owner's obligation to comply with all laws and regulations relative to the subject matter of the approval; and if prior approval by any governmental body or agency is required, this shall first be obtained before approval by the Association may be given.
- d. The Association shall be responsible for the maintenance of the entrance walls and entrance landscaping. Such maintenance includes, but is not limited to, landscaping, tree trimming, repairs, replacement, pressure washing and painting of entrance walls.
- e. The Association shall have the exclusive right to control the maintenance of all lakes, ponds, canals, and drainage control devices on the Property that are a part of the Common Areas, subject to superior control rights of any applicable governmental entities. Such maintenance shall include, but not be limited to, maintaining the shores of the lakes in such a manner as to control and prevent erosion.

Section 3.3 Reservation of Easements. There are easements of eight (8) feet along the rear lines of all Lots for underground utilities, surface and underground drainage, and easements of five (5) feet on each side Lot line for the same purpose, but limited if used to one side of any one Lot unless otherwise shown on the Plats. Where more than one (1) Lot is intended as a building site, the outside boundaries of said building site shall carry said easements. There are also reserved easements of ten (10) feet on the front of all Lots for underground utility purposes. All other easements shown on the Plats are hereby reserved in perpetuity for the purposes noted.

Each such easement area may be entered upon, improved, used and occupied for purposes of installing and maintaining public utilities that are necessary for servicing of Shadow Oaks Estates. Any wall, fence, paving, plantings, or other improvements placed on such easements by the Lot Owner of the property on which the easement lies shall be removed, if required, by the Association at the expense of the Lot Owner.

The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for the installation, maintenance, construction and repair of utilities for cable, communication, sewer, water, gas, drainage, irrigation, lighting, television transmission, telephone, security, garbage and waste removal, emergency services, and other such purposes, subject to such conditions as may be agreed to by the Board.

All Lot Owners within Shadow Oaks Estates expressly grant to such utilities, and their successors or assigns, the right, license and easement for any of their agents or employees to enter upon any of the Lots and parcels of Shadow Oaks Estates and any property owned or leased by the Association to install, inspect or maintain water and sewer lines, meters, and related facilities.

Section 3.4 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through, and across paths and walkways upon the Common Areas, and easements for pedestrian and vehicular traffic and parking over, through, across, and upon such portion of the Common Areas as may from time to time be paved and intended for such purposes; are for the use and benefit of the Owners and the residents of the Association, as well as their guests and invitees, and the holder of any mortgage encumbering any lot or portion of the Association.

Section 3.5 Alteration and Improvement by the Association. Whenever in the judgment of the Board, the Common Areas shall require capital additions, alterations or improvements with a cost in excess of twenty percent (20%) of the Association's budget for the year, including reserves, the Association may only proceed if such additions, alterations or improvements have the prior approval of not less than a majority of the Association's total voting interests. This monetary limitation shall not apply to Association expenditures for the purpose of maintenance, repair, replacement, preventative maintenance, or compliance with a governmental order or requirement.

Article IV **Association**

Section 4.1 Membership in Association. Every Lot Owner shall be a Member of the Association, which shall be a Florida corporation not for profit. Each Lot Owner shall have the voting rights provided in the Articles of Incorporation for the Association. All Members must maintain their Membership in good standing. Memberships shall be effective upon acquisition of the fee simple title to such lands by an instrument recorded in the Public Records of Sarasota County, Florida. Memberships shall automatically terminate upon the sale or other transfer of title by an instrument recorded in the Public Records of Sarasota County, Florida.

Section 4.2 Duties of the Association. The Association has been organized to operate, maintain, manage, and improve the Common Areas of Shadow Oaks Estates and to enforce the provisions of this Declaration. The Association, in addition to these powers and duties and any powers set forth in its Articles of Incorporation or given to it by law, shall have the power and duty

to levy and collect maintenance assessments as provided in this instrument.

Section 4.3. Lots 1 and 17 in Unit II – Exemption from Covenants. Until such time as the Owners of Lots 1 and 17 in Unit II agree by written consent and joinder to the covenants stated in this Declaration, such Lots shall be exempt from such covenants other than the requirement to pay Assessments as stated in this Article IV. Notwithstanding same, the Owners of Lots 1 and 17 in Unit II shall not be permitted to impact the thirty (30) feet wide vegetation buffer along the south property line of Unit II, except that undesirable vegetation may be removed by or with the permission of Sarasota County or another applicable governmental entity. Further, the Owners of Lots 1 and 17 shall also be required to abide by the stormwater facilities maintenance requirements in this Declaration.

Section 4.4 Lands Subject to Assessment. All of the Property is subject to a lien for the Annual Maintenance Assessments and any Special Assessments as described in this Declaration, with the exception of the following lands:

- a. Roadways, rights of way, utility sites, and similar lands and improvements that may be conveyed or dedicated by the Association to any governmental body or public or private utility company, as reflected in the Plats of Shadow Oaks Estates or in any document recorded in the Public Records of Sarasota County, Florida;
- b. The Common Areas, as more particularly defined in Section 3.1.
- c. Lot 17 in Unit II, either for so long as both that Lot and Lot 1 adjacent to it are under the same ownership, or for so long as it remains owned by Richard M. Fisher or his successors, as further detailed in the 2004 Amendment. Lot 17 shall be liable for assessments to the Association once it is sold separately from Lot 1 to an arm's length third party.

Section 4.5 Assessments. The Assessments to be levied against all land subject to maintenance assessments and maintenance liens shall be calculated in the following manner:

- a. Until such time as Lot 17 becomes obligated to pay Assessments, a Lot Owner's share of the Annual Maintenance Assessment and any Special Assessment shall be 1/54 of the total amount assessed to the community that year or for that Special Assessment. Once Lot 17 is obligated to pay Assessments, that percentage shall change to 1/55, and the Owner of that Lot will then have the right to receive all notices regarding the Association's Assessments and budget, and shall also be subject to a lien by the Association for the failure to pay Assessments in the manner provided in this Article IV and in the Homeowners' Association Act
- b. Each Lot Owner shall be advised in writing, either mailed to their address as recorded in the records of the Association annually, or delivered electronically as permitted in the Homeowners' Association Act, of:
 - 1) The percentage applicable to the Lot Owner's individual parcel, and the manner by which the percentage was calculated.

- 2) The Association's annual budget.
- 3) The dollar amount of the payment due and payable by the Lot Owner for the particular year.
- 4) Any amounts due from or repayable to the Lot Owner with respect to any under expenditure or over expenditure from the prior year's budget.

Section 4.6 Assessment and Budget. Prior to the beginning of each calendar year, the Association shall establish a budget and levy an Assessment against parcels subject to the Assessment. This budget and assessment shall be in such amount as shall be deemed sufficient in the judgment of the Association's Board to allow it to carry out its purposes, which may include the following:

- a. To pay all ad valorem taxes assessed against Common Areas, and against all personal property owned by the Association.
- b. To pay any other taxes assessed against the Association.
- c. To pay all expenses required for the operation, maintenance, management, repair, and improvement of the Common Areas, including, without limitation, roads, landscaping, security services, horticultural improvements, irrigation, and drainage.
- d. To pay all utility charges incurred in connection with the operation of the Common Areas or the performance of the Association's obligations under this instrument.
- e. To pay for casualty, liability, and other forms of insurance determined by the Board to be necessary or desirable, in such amounts as it may deem appropriate.
- f. To pay for accounting, legal, engineering, and such other professional and employee services as may be appropriate.
- g. To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance, and improvements, as well as capital replacements.
- h. To pay the operating expenses of the Association, including reimbursement of actual expenses incurred by Officers and Directors, as permissible by law.
- i. To borrow funds for any of the Association's lawful purposes, and pay or repay any such funds borrowed, including interest on such funds.
- j. To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of this Declaration.

Section 4.7 Interest and Late Fees. If any Assessment is not paid within the prescribed period provided in the Bylaws, the Association shall have the right to charge the defaulting Lot Owner a late fee charge as may be established by the Board and permitted by the Homeowners'

Association Act, plus interest at the highest rate of interest allowable by law, from the due date until paid. No payment by check is deemed received until the check has cleared. Bounced checks shall be subject to the penalty fee charged to the Association by its bank. All payments shall be applied to amounts due and owing per the Homeowners' Association Act, as amended.

Section 4.8 Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees, costs, and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the Public Records of Sarasota County. Upon payment in full of all sums secured by the lien, the Association shall record a satisfaction of the lien.

Section 4.9 Subordination of Lien. Where a first mortgage holder obtains title to a Lot pursuant to the foreclosure of the first mortgage of record or where a first mortgage holder accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record, that mortgage holder or its assigns shall be liable for any assessments, late fees, interest charges, or for other monies owed to the Association on that Lot as provided in the Homeowners' Association Act. Any person or entity other than first mortgage holders who acquire the Lot through the above stated methods, including, without limitation, persons acquiring title by sale, gift, devise, operation of law, or by purchase at a judicial or tax sale, shall be liable for all unpaid assessments and other monies due and owing by the former Owner to the Association, and may be barred as provided in the Homeowners' Association Act from enjoyment of the Common Areas or the recreational facilities until such time as all unpaid assessments and other monies have been paid in full. All new Owners, from and after the time of acquiring such title, shall be liable for payment of all future assessments for Common Expenses and such other expenses as may be assessed to the Owner's Lot.

Section 4.10 Collection and Foreclosures. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including, but not limited to reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. All rights and remedies of the Association in this Section are cumulative of any other rights and remedies it may have pursuant to this instrument or by law.

Section 4.11 Reserves. The Association may establish reserve accounts by an affirmative vote of a majority of all voting interests at a duly noticed membership meeting. Any such reserve accounts shall be in reasonable amounts and in such categories as are determined by the Members for deferred maintenance repair and replacements, including maintenance of all Common Areas, emergency repairs as a result of casualty loss, recurring periodic maintenance or initial cost of any new service to be performed by the Association. All amounts collected as a reserve shall be held in trust for the purposes of which such funds are allocated for and shall not be commingled with any other funds of the Association. If such reserves are established, the Association shall include the statements required in Section 720.303, Florida Statutes, as amended, on financial reports, if

applicable.

Article V
Building Restrictions

Section 5.1 Site Development. No building shall be erected, placed, or permitted to remain on any Lot other than one (1) detached single-family residence and attached garage. No construction of a building, residence, or structure shall be commenced until plans and specifications therefore, including site and landscaping plans, shall have been submitted to for review by the Association, for approval and approval has been given in writing. Plans shall be submitted by the Lot Owner, who shall pay all reasonable fees incurred by the Association in its performance of the review. In the event proposed construction does not violate any of the restrictions provided for herein and there are no substantial reasons for withholding consent, the Association shall promptly grant approval. Construction of all primary residences shall be completed within one (1) year of commencement, except that the Board may grant extensions for good cause shown, including those circumstances in which the Lot Owner has made a good faith, diligent effort to complete construction, or if construction is impossible as a result of matters beyond the control of the Lot Owner, such as strikes, casualty losses, national emergencies, or Acts of God.

Section 5.2 Building Setbacks.

- a. In the Initial Property, no structure shall be erected nearer than twenty (20) feet from the front Lot line or the rear Lot line, nor nearer than eight (8) feet from a side Lot line. Further, for Lots located on or adjacent to a pond or lake, no structure shall be erected within thirty (30) feet of the normal waterline for such pond or lake.
- b. In Unit II, no structure shall be erected nearer than twenty (20) feet to the front Lot line, nearer ten (10) feet from the rear Lot line, nor nearer than eight (8) feet to a side Lot line, but in no case less than eighteen (18) feet combined side yards per Lot.

While it is intended that the setbacks provided herein shall be the ordinary setbacks observed, the ARC, as part of the architectural review process, may increase or decrease a specific setback where it finds that because of the location, nature, and shape of the lot and design of the structure, that such alteration of setbacks is reasonable and appropriate, and will result in a Lot that is developed and utilized in an appropriate manner that is not detrimental to surrounding properties.

Section 5.3 Swimming Pools. Swimming pools may only be located in the rear of the Lot and not in the front or side yard of any Lot.

Section 5.4 Building Height Restrictions. No residence, house, or other building shall be nor more than thirty (30) feet above the grade of the crown of the street upon which the Lot fronts.

Section 5.5 Minimum Floor Space. Each single-family residence located on a Lot shall contain not less than 1,800 square feet of air-conditioned living area, which such area shall not include porches, patios, lanais, garages, or breezeways. Any residence that does not conform to this Section at the time of the recording of this Declaration shall be grandfathered in, notwithstanding the same, should any residences be built or rebuilt after the recording of this

Declaration, such residences shall conform with this Section.

Section 5.6 Garages. Unless otherwise specifically approved by the ARC, no garage or storage room may be constructed separate and apart from the residence. Each residence shall have an enclosed garage for at least two (2) automobiles. No carport shall be permitted unless otherwise specifically approved by the ARC as being part of a total design which contributes to the aesthetic appearance of the residence and the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. Garage doors shall be kept in a closed position when not in use for ingress and egress. No pedestrian door shall be built into the garage door. Screen doors shall be permitted to be attached to the garage door opening with prior written ARC approval.

Section 5.7 Roofs. All roofs installed after the recording of this Declaration shall be shingle, metal or other such materials and specifications approved by the Association in the Rules and Regulations or Architectural Guidelines.

Section 5.8 Recreation Facilities.

- a. All recreation facilities constructed or erected on a Lot, including, without limitation, swimming pools, and any other play or recreation structures, including basketball backboards and platforms, playhouses, playsets, swing sets, dog houses, or other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities") must be approved by the ARC in the manner herein described and shall be adequately walled, fenced, or landscaped in a manner specifically approved by the ARC.
- b. Any lighting of Recreation Facilities shall be designed so as to buffer the surrounding residences as reasonably practical from such lighting.

Section 5.9 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, and television shall be run underground from the connecting point to the building structure in such a manner as is acceptable to the respective utility authority or company and the Association.

Section 5.10 Air Conditioning Units. No window or exterior wall, or exterior portable air conditioning units shall be permitted on any Lot.

Section 5.11 Towers, Aerials, Cables, and Electric Emissions. Unless approved by the Association in writing, no towers, antennas, aerials, or overhead wires or cables shall be permitted in Shadow Oaks Estates. No electrical or electronic system or device shall be permitted or maintained if it interferes with radio, telephone, television, internet, or other public communications reception in Shadow Oaks Estates. Satellite dishes less than one (1) meter in diameter are allowed as provided in the Federal Communications Commission's Over-the-Air Reception Devices Rule. Such satellite dishes may be placed on the ground, the side of building, the roof, or on a post no higher than five (5) feet on the side or in back of the residence when also reasonably screened by a hedge or fence which is compatible with the residential character and appearance of the subdivision.

It is the intent of this provision to comply with the Telecommunications Act of 1996, as

amended. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or to preclude reception of acceptable quality signals. Any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

Section 5.12 Temporary Structures. No structure of a temporary nature shall be moved onto any parcel of land. No temporary residences, including trailers, mobile homes, tents, and storage facilities (other than sheds as described in Section 7.6 below), shall be brought upon any parcel of land except contractor's trailers, and any related sanitary facilities to be used during a reasonable period of construction, including renovations or remodeling, of a residence.

Section 5.13 Drainage and Utility Easements. In both the Initial Property and Unit II, easements of eight (8) feet along the rear Lot lines, ten (10) feet along the front Lot, and five (5) feet on each side Lot line, are reserved for the installation and maintenance of utilities and drainage facilities; provided, however, that the Lot Owner may fence in the easement area with the acknowledgment that the area shall be maintained for utilities and drainage facilities, and that as a result any such fence may have to be removed and/or relocated. Lot owners shall in no way impede the drainage of any property. Roadways or driveways constructed over swales or ditches shall be culverted to County specifications.

Section 5.14. Vegetation Buffer in Unit II. The Owners of Lots 1, and 13 through 17 in Unit II shall not impact the thirty (30) feet wide vegetation buffer along the south property line of said Unit, which is on their Lots, except that undesirable vegetation may be removed by or with the permission of Sarasota County or another applicable governmental entity.

Section 5.15 Destruction of Improvements to Common Areas. In the event of partial or total destruction of improvements to the Common Areas, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of any mortgagee whose interest may be protected by said policy. If the proceeds of such insurance are insufficient to repair, restore, or replace such damaged improvements, the Board shall initiate an improvement assessment and submit same to a vote of the members in accordance with this Declaration. Any reserves for deferred maintenance of damaged or destroyed improvements may also be used in such repair, replacement, or reconstruction.

Section 5.16 Destruction of Improvements to Lots. In the event any residence structure upon a Lot shall be substantially damaged or destroyed, it shall be the obligation of that Lot Owner to repair, rebuild, or reconstruct the improvements as soon after such casualty as may be practical. All such repair, replacement, and reconstruction shall require architectural review as provided herein.

- a. Notwithstanding damage to or destruction of the improvements to a Lot, the Lot Owner shall remain liable to the Association for all Assessments in connection with such Lot. Such liability shall continue unabated, even though such Lot is not fit for occupancy or habitation, and even though such improvements are not reconstructed. In addition to such liability for Assessments, such Lot may also

be liable for Special Assessments, including those imposed in connection with said Lot in accordance with this Section.

- b. In the event of damage or destruction of the improvements to a Lot, all dangerous conditions shall be removed immediately. As soon as practical after damage or destruction, the Lot Owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All debris shall be removed from the within a reasonable timeframe after the date upon which the casualty occurs.
- c. A Lot Owner shall notify the Board in writing of their intention to rebuild or reconstruct as soon as possible after the casualty. Such Owner shall initiate architectural review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval, or as soon as possible thereafter, and proceed with same to completion. Notwithstanding same, it is not the Association's intent to penalize an Owner if reconstruction is delayed due to outside forces, such as insurance delays or lack of licensed contractors, etc.
- d. An Owner may at any time notify the Association in writing of their election not to rebuild. If an Owner elects not to rebuild the improvements, then such Owner shall be obligated at his or her expense to remove all portions of the improvements remaining, including the slab and foundation, except underground utility lines, which shall be secured. The Owner shall provide fill and install sod on the Lot so that it shall thereupon give the appearance of a landscaped open space. Such clearing and the restoration of the Lot shall be completed in a reasonable timeframe after the date upon which the Owner elects not to rebuild.
- e. If an Owner fails to comply with any of the provisions of this Section, then the Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged against the Lot owner as a Special Assessment.

Section 5.17 Surface Water Management. The surface water management system for the Association shall be installed, operated, and maintained in accordance with all permits and approvals issued by any controlling governmental authority. Any and all approvals and permits must be obtained from the controlling governmental authority. Furthermore, the surface water management system shall not be adversely interfered with, changed, or altered, except pursuant to permits or approvals issued by the controlling governmental authority. No Lot shall be increased in size by filling in the water in which it abuts, and the slope of any lake or canal abutting any Lot shall be maintained by the Owner of the Lot to the water line. No Owner shall impede the flow of surface water in any manner, nor shall any Owner cause a change in the elevation of their Lot so as to interfere with or impede surface water drainage throughout the Association.

Article VI
Architectural Control

Section 6.1 Architectural Control. Except as provided in this Article VI, no improvement, no addition to, alteration of, or change in color and material used, shall be made to the exterior of any residence (including the roof), landscaping, Lot or otherwise disrupt the appearance of the community, unless it is approved in writing by the Association, as specified in this Article. Without limiting the generality of the foregoing, the addition of swimming pools and patios shall specifically be subject to architectural review, as shall the construction of any landscaping, fence, wall, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative statue, artwork, building or outbuilding or other installation, device, equipment, or structure which will alter the appearance of the Lot or improvements located thereon when viewed from adjacent Lots or streets.

Section 6.2 Architectural Review Committee. The review powers of the Association for improvements and modifications to be made by Lot Owners shall be administered and exercised by the Architectural Review Committee (“ARC”), which shall consist of at least three (3), but no more than seven (7), Lot Owners appointed by the Board. In the event of insufficient Owner volunteers to form an ARC, the Board may sit as the ARC.

Section 6.3 Architectural Planning Criteria. The ARC may establish guidelines for improvements and modifications to property in Shadow Oaks Estates to supplement criteria established in this Declaration, which shall be referred to as the “Architectural Planning Criteria,” and which shall be approved by the Board. Any modifications or amendments of the Architectural Planning Criteria must also be approved by the Board.

Section 6.4 Review of Plans and Specifications. No such addition or alteration to any Lot shall be undertaken until the plans and specifications therefore showing the nature, color, kind, shape, height, materials, and location thereof shall have been submitted to and approved by the ARC and/or the Board in writing. Costs, if any, of reviewing such plans will be billed to the requesting party. Such plans and specifications shall include, as appropriate, the following:

- a. A site plan for the Lot showing the location, shape, and dimensions of all proposed structures, pavement, and landscaping to be installed and/or removed;
- b. Complete floor plans and exterior elevations of all proposed structures, drawn to scale, reflecting thereon the number of square feet of living area and other areas;
- c. Specification of all materials to be used, including description of type, color, and nature;
- d. Specification of all plantings and other material proposed for significant landscaping and irrigation changes;
- e. Samples of materials and proposed colors for external application.
- f. Such other additional and supplementary information and materials as the ARC and/or the Board may reasonably require.

Section 6.5 Procedure for Review. The ARC and/or the Board shall review and evaluate all submissions and shall, within thirty (30) days after receipt of such application and all additional information required, either approve or disapprove, or approve in part and disapprove in part, the application. The ARC and/or the Board shall issue its approval or disapproval in writing, and specify its reasons for disapproval as well as annotate its decision by reference to this Declaration or promulgated Architectural Planning Criteria where applicable. The ARC and/or the Board shall, to the extent reasonable, indicate as part of any disapproval the general nature or type of changes necessary to achieve approval. The ARC and/or the Board may issue conditions setting forth written stipulations for changes. No work shall proceed except in strict compliance with this Declaration and the approval by the ARC and/or Board, and any improvements or work performed without such approval may be required to be removed by the Board, or altered by the Association to comply with such plans and specifications as may be approved by the ARC and/or Board. Nothing shall prevent an Owner from making application to the ARC and/or the Board for approval of improvements already commenced or completed, but during the period of such application the Owner shall not perform any more work until the ARC and/or the Board has acted. The ARC and/or the Board shall expedite such application, but shall not have any increased obligation to approve merely because an Owner has already commenced or completed improvements in violation of this Declaration.

Section 6.6 Automatic Approval. In the event that the Association fails to disapprove said proposed addition or alteration within forty-five (45) days after receipt of all information specified above or such additional information as it may reasonably require, approval shall be deemed to have been granted for said proposed addition or alteration to be undertaken.

Section 6.7 Completion of Structures and Improvements. All structures and improvements approved by the Association must be substantially completed in accordance with the approved plans and specifications within nine (9) months after the commencement of construction, except that the Association may grant extensions for good intention and diligent effort shown, including but not limited to those circumstances in which completion is impossible as a result of matters beyond the control of the Lot Owner, such as strikes, casualty losses, severe weather events, national emergencies, or Acts of God.

Upon completion of any structure, the Association shall have the authority to inspect the improvement after reasonable notice to the Lot Owner. At least two (2) Board or ARC members shall attend any such inspection.

Section 6.8 Fee Schedule. The ARC may, subject to approval of the Board, adopt a schedule of reasonable fees for processing requests for ARC approval. Such fees shall be paid by the Owner to the Association at the time the material or information is submitted to the ARC and/or the Board for approval. Neither the ARC nor the Board shall be under any obligation to consider requests for approval until such fees are paid in full.

Section 6.9 No Waiver of Future Approvals. The approval by the Association of any plans and specifications for any improvements or repairs done or proposed shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar plans or specifications subsequently or additionally submitted for approval or consent.

Section 6.10 No Liability. No review or approval by the Association of any plans and specifications shall imply or be deemed to constitute any liability for the design or construction of the building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of the Association's review is limited solely to whether the respective plans and specifications meet certain requirements, standards and guidelines relating to aesthetic and the harmony and compatibility of proposed Improvements in Shadow Oaks Estates. No review or approval will be for any other purpose, and will create no liability whatsoever of the Association.

Article VII **Use Restrictions**

Section 7.1 Use Restrictions. Shadow Oaks Estates is a residential community. To assist in maintaining a harmonious community, specific land use restrictions have been set forth below. These provisions are applicable to all of the Property and shall govern the conduct of all Lot Owners and shall also apply to all occupants, tenants, and visitors of any Lot. Every Lot Owner shall cause all occupants of their Lot to comply with this instrument and the Bylaws, and shall be responsible for all violations and losses to the Association caused by such occupants, notwithstanding the fact that such occupants of a Lot are also fully liable for such violations.

Section 7.2 Business Use. No trade or business may be conducted in or from any Lot, except that a Lot Owner or occupant residing upon a Lot may conduct business activities within the Lot so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (2) the business activity conforms to all zoning requirements for the Property; (3) the business activity does not involve persons coming on the Property who do not reside in the Property and/or door-to-door solicitation of residents of the Property; and (4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Property, as may be determined in the sole discretion of the Board. Commercial vehicle repair and maintenance is not permitted. Residents may make minor repairs or perform maintenance on their vehicles within their garage, but any such repairs or maintenance must be completed in a reasonable time period.

Section 7.3 Fences. All fences and plant hedges must have written approval from the ARC pursuant to Section 6.1 above before installation and shall comply with any Sarasota County Ordinances. All Association approved fences shall be white vinyl material. The Association may in its discretion prohibit all fencing, other than stated in this Section and Section 5.10 above.

- a. Only a concrete block wall with stucco that matches concrete block walls already in place on Lot 5 is approved for Lots 1-5 and Lot 38.
- b. Lots 7-9, 11-15, 17-18, 27-29, and 31-35 of the Initial Property, considered water view Lots, are permitted to install three foot (3') open style fences, equivalent to Cape Cod 3" pointed picket or Charleston Concave 1½ pointed picket. The posts shall be 52" and the lowest point of the picket shall be 45"; this style fence shall be referred to as "Type A" fences.
- c. Lots 6, 10, 16, 30, and 36-37, considered non-water view Lots, are permitted to install Type A fences or six-foot (6') privacy fences, known as "Type B" fences.

- d. Photographs of Type A and Type B fences may be included in the Rules and Regulations.

Notwithstanding the above, non-compliant fences currently installed as of the date this Declaration is recorded may remain; however, if such fence needs to be replaced due to damage or age, it shall be replaced in conformity with this Section or no replacement fencing at all.

The homeowner is responsible to maintain, pressure wash, and paint any approved fence. If an adjacent Lot Owner shares the cost of the installation of any approved fence, each Owner is responsible to maintain, pressure wash, and paint that portion of the fence that is situated upon their Lot. All fences are to be cleaned and/or painted a minimum of every twenty-four (24) months; this obligation shall include both sides of the fence. Where a Common Area fence abuts a Lot, that Lot Owner shall be responsible for cleaning/painting the side of the fence that faces the Lot.

Section 7.4 Flags and Flagpoles. No flag may be kept or placed upon any Lot so as to be visible from public view except holiday flags, sport flags, and decorative/seasonal flags. Additionally, pursuant to the Homeowners' Association Act, as amended, a Lot Owner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one (1) portable, removable official flag, in a respectful manner, not larger than four and a half feet (4 ½') by six feet (6'), which represents the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or Space Force, or a POW-MIA flag. A Lot Owner may additionally erect a freestanding flagpole no more than twenty feet (20') high on any portion of the Lot, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, Sarasota County noise and lighting ordinances and all setback and locational criteria contained in this instrument. All flags shall either be flown from a flagpole or housing brackets; no flag shall be draped over a fence.

Section 7.5 Vehicles and Parking.

- a. **Recreational Vehicles.** No trailer, camper, motor home, boat, boat trailer, canoe, kayak, or motorcycle shall be permitted to remain upon a Lot unless placed and maintained within an enclosed garage, other than for temporary parking, unless prior approval has been granted by the Association. Temporary parking shall mean the parking of such vehicle belonging to or being used by Owners or their guests for loading and unloading purposes in the driveway only. The Association may approve special storage arrangements for such vehicles, imposing such locational, time, and other conditions as it may determine.

- b. **Commercial Vehicles.** No vehicles exhibiting commercial lettering or graphics, commercial vans, tractors, or other commercial vehicles shall be permitted to remain within the Subdivision, other than for temporary parking, unless the same are parked within an enclosed garage. This restriction does not apply to law enforcement vehicles.

- c. **Owner Parking.** Vehicles used for personal transportation and owned by the Lot Owner, including an automobile, van, sport utility vehicle (SUV), or standard sized pickup truck (not exceeding one (1) ton capacity) may be regularly parked on the driveway.

- d. **Other Vehicles.** Unregistered vehicles, inoperable vehicles, and vehicles requiring repair shall be kept in an enclosed garage. Residents may make minor repairs or perform maintenance on their vehicles within their garage, but any such repairs or maintenance must be

completed in a reasonable time period.

1. Golf Carts. Subject to governmental regulations, golf carts may be operated on roadways within the community and must be stored within an enclosed garage.

e. Overnight Parking. Overnight parking of vehicles is restricted to paved driveways and within an enclosed garage. Overnight street parking is prohibited without prior approval from the Association.

Section 7.6 Sheds. All sheds must have written approval from the Association prior to installation. Sheds shall not be permitted on Lots on lakes. The Association may allow sheds to be constructed on non-lake Lots as long as such sheds cannot be viewed from the street, and they are of six-by-six feet (6' x 6') in size, and a color, style, and construction compatible with adjacent residences. Such sheds shall additionally be concealed from the view of neighboring Lots by a fence or hedge. All sheds shall be secured on a concrete pad and meet all governmental requirements or restrictions. Sheds shall be aluminum or wood construction only.

Section 7.7 Unsightly Objects. All unsightly objects, including but not limited to air conditioners, trash containers, gas tanks, water conditioning equipment, back-up generators, irrigation pumps, and similar items shall be located either beneath ground level or within an enclosed or landscaped area when viewed from the street. Enclosures may consist of decorative fences, landscaping, or any combination thereof. Such enclosures shall form an integral part of the architectural design of the residence and be decorative in nature.

Section 7.8 Litter, Trash, and Garbage. A Lot must be clear of trash, debris, or waste which might constitute a health or fire hazard, or which will detract from the beauty and appearance of the area or be otherwise aesthetically objectionable. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any Lots except in closed sanitary containers. Such containers shall be stored in such a manner that they are not visible from the road other than on pick up days as below. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the garbage removal utility for the property; however, such containers shall be returned to the storage location within twenty-four (24) hours after pick up. All limbs and branches, included but not limited to palm fronds, must be bundled for disposal in the manner required by Sarasota County.

Section 7.9 Animals. No animals which are considered livestock or poultry may be kept on a Lot. Common domesticated household pets, including ornamental birds kept in cages, are permitted provided that they are not kept outside and/or bred or maintained for commercial purposes. Pets shall be registered, licensed, and vaccinated as required by law, and shall not be kept in such a number or manner which constitutes a nuisance to the neighboring Lots, including, but not limited to creating excessive noise. When outside of the residence or its fence, pets shall be kept on a leash in accordance with Sarasota County Ordinances, and the person walking the pet shall clean up its waste in a sanitary manner. Pets are not permitted on individual Lots unless permitted by individual Lot Owners and shall not make a disturbance on any Lot or in the Common Areas. Pets which make unusual and/or excessive noise; endanger the health or safety of, and/or otherwise constitute a danger, nuisance, or inconvenience to the occupants of other Lots and/or the Property; shall be removed upon request of the Board.

Section 7.10 Clotheslines. All clotheslines and drying property shall be located in the rear yard of the Lot, and shall be screened from view of any neighboring parcels of land in Shadow Oaks Estates by fences or landscape buffering, which shall be of a color, style, and construction compatible with the adjacent residences. Permanent clotheslines require the prior written approval of the Association prior to installation.

Section 7.11 Recreation Facilities. Mobile Recreation Facilities, as defined in Section 5.7 above, may be used, but must be removed when not in use and stored in such a manner as to be both concealed in view and in compliance with rules established by the ARC and/or Board. All Recreation Facilities must be maintained and kept in good condition so as not cause an eyesore or create a safety concern

Section 7.12 Nuisances and Hazards. No noxious, illegal, or offensive activities shall be carried on or conducted on any portion of the property in Shadow Oaks Estates that is or may become a nuisance or a substantial detriment to the Lot Owners in Shadow Oaks Estates. Nor shall anything be done or placed thereon, which may be or become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to any other Lot Owner or unreasonable interference with his/her enjoyment of said property, or have potential of having an adverse impact on the economic value of other properties.

Section 7.13 Signs. No sign shall be displayed to public view on any Lot or elsewhere in the Shadow Oaks Estates, except as follows:

- a. Directional, traffic, or informational signs may be installed by the appropriate governmental authority or the Association.
- b. One sign advertising a Lot for sale or lease, so long as same shall not be wider than two feet (2') and not higher than two feet (2'), and further that such sign shall be removed promptly after the sale or rental of such premises.
- c. Small address and family nameplates in a uniform size and design as may be approved by the ARC.

In the event any sign is installed on a Lot or on the exterior of a residence which violates this paragraph, the Association shall have the right to remove such sign after reasonable notice to the Owner. The removal shall not be deemed a trespass and the Association shall not be liable to the Owner for any damage or loss to the sign.

Section 7.14 Hurricane Shutters. Exterior hurricane shutters may be installed any time during a hurricane watch and must be removed after the area has been declared safe by local authorities. Hurricane shutters may be installed outside of this limitation with prior approval from the Board.

Section 7.15 Swimming Pools and Spas. All swimming pools and spas must be installed by a licensed and insured contractor with all necessary permits from Sarasota County. No above-grade swimming pool shall be permitted at any time anywhere within the subdivision without prior written approval by the Association. This provision shall not be deemed to prohibit hot tubs, therapy pools, and hydra spas when they are incorporated into approved improvements and with prior written approval by the Association. All pools shall be enclosed. The term "enclosed" shall

mean the pool and surrounding patio area perimeter shall be bounded on all sides by parts of the approved residence, fences conforming to Section 7.3, screened cages, or combinations thereof. Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous.

Section 7.16 Landscaping. Any material modifications, additions or substitutions landscaping of any Lot, must be approved by the Association pursuant to Article VI above. Each Lot Owner shall be required to maintain the landscaping on their Lot, and on any contiguous property between their Lot and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with the landscaping plans approved by the Association, the provisions of this Declaration, and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the Owner in first class condition and appearance and, as reasonably required, mowing, watering, trimming fertilizing and weeding, insect and disease control shall be performed by the Owner. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial. surface without the prior written consent of the Association. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No weeds, underbrush, or unsightly growth of plants shall be permitted to grow or remain on Lots, and Lots shall at all times be kept mowed and clear of any trash, debris, or waste which might constitute a health or fire hazard, or which will detract from the beauty and appearance of the area or be otherwise aesthetically objectionable.

In the event Lot Owners fail or refuse to keep the premises in good order and free and clear of weeds, underbrush, or refuse, the Association may, after giving reasonable notice to the Owner, mailed to the address of the property as well as the Owner's address of record with the Association, if applicable, enter upon the Lot, mow and cut the underbrush thereon, remove the refuse, and take whatever further action is reasonably necessary to put the Lot in clean and proper order and appearance. The Association shall make a reasonable charge to the Owner for said service, and such charge shall be treated initially as a Common Expense, but charged against the Lot owner as a Special Assessment. Any such entry on the Lot by the Association or its agents or contractors for the purpose provided herein, shall not be deemed a trespass.

Section 7.17 Maintenance of Structures and Paved Areas. Each Owner shall maintain the structure and all improvements on the Lot in first class condition, including, but not limited to, roofs, walls, windows, doors, patio areas, pools, screenings, and awnings. All exterior painted areas shall be repainted as reasonably necessary with colors harmonious to the subdivision. No excessive rust deposits on the exterior for any structure, peeling of paint, mildew or discoloration shall be permitted. No Owner shall materially alter the exterior color of their Unit without the prior written approval of the ARC and/or the Board.

All sidewalks, driveways and parking areas within the Owner's Lot or serving the owner's residence shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary. Each Owner shall be responsible for and shall maintain in first class condition and repair all irrigation systems contained within, on, in, or over such Owner's Lot, including but not limited to greywater irrigation lines, piping, valves, heads, and controls.

Section 7.18 Energy Saving Devices. All energy saving devices as defined in Florida

Statutes Section 163.04, as amended, including but not limited to solar panels, shall be permitted on any Lot after prior written approval of the Association. The Association may determine the specific location where an Owner may install solar panels as long as such location will not prohibit their ability to operate efficiently.

Section 7.19 Window Treatments. Window treatments shall consist of draperies with white lining or light-colored backing, blinds, decorative panels, or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a Lot Owner or tenant first moves into a Lot or when permanent window treatments are being cleaned or repaired.

Section 7.20 Right of Association to Grant Variances. The Association has the absolute right and discretion to grant variances from the obligations of Sections 7.1 through 7.19 above in cases where not to grant such variance would create hardship in the opinion of the Board or where such variances would be in keeping with the spirit and intent of this instrument, and/or would be such as to not adversely affect any neighboring Lot Owners or Shadow Oaks Estates as a whole. Such variances, if granted, shall be granted upon the written application of the Lot Owner setting forth in detail the variance required and reasons for it. Any such variance, if granted, shall be granted by the Association in writing and shall be strictly complied with by the applicant. To become effective, all such variances must be executed with the formalities of a deed and recorded in the public records of Sarasota County, Florida.

Section 7.21 Covenant Enforcement. These covenants and restrictions, along with the Association's Rules and Regulations may be enforced pursuant to Article VIII of the Bylaws. Furthermore, subject to statutory pre-suit mediation requirements provided in the Homeowners' Association Act, these covenants and restrictions may be enforced by the Association or by any other Lot Owner by filing an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, both at the trial and the appellate levels.

All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles of Incorporation, or the Bylaws, shall be deemed to be cumulative, and the exercise of anyone or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights, or privileges as may be granted or as it might have by law.

Section 7.22 Additional Standards and Rules. The Association, through the Board, shall have the right to promulgate and impose further standards and rules of the Association, and thereafter to modify, alter, amend, rescind, and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Lots, the Common Areas, and any improvements located thereon.

Article VIII
Leasing Residences

Section 8.1 Lease Term. No lease shall be for term of less than three (3) months. Leases must be for the residence as a whole. The leasing of individual rooms or portions of a residence is prohibited.

Section 8.2 Approval Required. In recognition of the close proximity of the residences and the compact living conditions existing in the community, the mutual utilization and sharing of the Common Areas, including the recreational facilities, and the compatibility and congeniality which must exist between Lot Owners and occupants in order to make the community enjoyable for all parties of interest, it shall be necessary for the Board, or its duly authorized officers, agents or committee, to approve in writing all leases or occupations of a Lot before such lease or occupation shall be valid and effective. A lessee shall not assign his/her lease or sublet or assign his/her residence without the prior written approval of the Board.

Section 8.3 Approval and Qualification. Written application for such approval shall contain such information as may be required on application forms promulgated by the Board and may be accompanied by a transfer fee, but no such fee shall exceed the expenditures reasonably required for review of the application, nor shall such fee exceed that permitted by law. A Lot Owner (or representative) shall provide the Association with a copy of the proposed lease, an application fee, and any other such information the Association may reasonably require at least forty-five (45) days prior to the term of the proposed lease. The Board shall approve or disapprove of an application within thirty (30) days after the Association has received the completed application.

When considering such application, consideration shall be given to good moral character, social compatibility, and personal habits of the proposed transferee, lessee or occupant (hereinafter "Applicant"). As such, to be qualified or approved by the Board, the Applicant shall not have been convicted (either via an adjudication of guilt or a withhold of adjudication) of heinous crimes, such as murder, sexual battery, child molestation, rape or their equivalent under Federal or State laws. No person who is classified as a sexual offender or a sexual predator under Florida law shall be permitted to be a tenant or occupant. It shall be the responsibility of each Owner to check with the Florida Department of Law Enforcement's ("FDLE") website (currently www.fdle.state.fl.us) prior to entering into a sale or lease with any person and prior to permitting any person to permanently occupy the Owner's home to ensure the Owner's compliance with this restriction. The Owner shall not be held responsible if a person or conviction record is added to the FDLE's website after the date the Owner conducts his or her original search. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance.

Section 8.4 Refusal to Act. In the event that the Board fails to timely act to approve or disapprove a completed rental application, such failure shall be deemed an approval, and the prospective owner or tenant may proceed as if approved.

Section 8.5 Disapproval. In the event that a potential lease, sublease, assignment, or occupation of a residence is disapproved, the residence shall not be leased, subleased, assigned, or so occupied by that disapproved Applicant. In the event that legal proceedings are commenced

against the Association, or any Owner or Applicant fails to comply with this Article XIII, the prevailing party in any proceeding shall be entitled to all costs and reasonable attorneys' fees.

Section 8.6 Requirements and Compliance. All leases of residences must be in writing and specifically be subject to the Declaration, the Articles of Incorporation, and the Bylaws, and copies delivered to the Association prior to the occupancy by the tenant(s).

Section 8.7 Tenant Compliance. The Lot Owner is responsible for ensuring that all guests and tenants abide by all Association restrictions. The Lot Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Common Areas resulting from any acts or omissions of a tenant or a tenant's guests, as determined in the sole judgment of the Association, and to pay for injury or damage to property caused by the negligence of the tenant or the tenant's guests, and Special Assessments may be levied against the Lot Owner in connection therewith. All leases shall be subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

Section 8.8 Delinquent Owners Renting. In the event that any Lot Owner renting or intending to rent his or her residence becomes delinquent in paying assessments to the Association, the Association may collect the rent payments directly from the tenants of the residence as provided by Florida law.

Article IX **Amendments to the Declaration**

Section 9.1 Vote Required. This Declaration may be amended at any time by a majority, affirmative vote of the Association's total membership, at the Annual Meeting or at any special meeting of the Members who are present, in person or by Proxy, at which a quorum has been attained, except that any amendment which adversely affects Lots 1 and/or 17 in Unit II shall only be effective with the written joinder and consent of the Owners of such Lots. Upon successfully obtaining the Membership approval required herein, the Declaration amendment along with a duly executed certificate of amendment shall be recorded in the Public Records of Sarasota County, Florida. Upon the recording of the amendment and certificate of amendment in the Public Records, the amendment shall be legally effective. Notice to the membership of a recorded amendment shall be made as provided in Florida Statutes Section 720.306(1)(b), as amended.

Section 9.2 Restrictions on Amendments. Pursuant to Florida Statutes Section 720.306(1)(c), as amended, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the Common Expenses of the Association unless the record Lot Owners and all record owners of liens on the Lots join in the execution of the amendment. No amendment shall be made which is in conflict with Florida law or this Declaration.

Section 9.3 Correction of Errors. Amendments for correction of scrivener's errors or other non-material changes may be made by the Board without the consent of the Members.

Article X **Additional Provisions**

Section 10.1 Interpretation. The provisions of this Declaration, as amended and

supplemented from time to time in accordance with this Declaration, shall be deemed covenants running with the land. Titles, captions and paragraph headings have been used for convenience only, and shall not be used in interpreting this instrument.

Section 10.2 Severability. The invalidity in whole or in part of any covenant or restriction, or any Section or other provisions of this Declaration, the Articles of Incorporation, or Bylaws of the Association shall not affect the validity of the remaining portions.

Section 10.3 Titles. The various titles of the Articles and Sections herein have been used solely for reference and do not in any way affect the construction, interpretation or meaning or any word, clause, paragraph or subparagraph of this Declaration.

[SEE CERTIFICATE FOR SIGNATURE PAGE]