

This instrument prepared by:
Hill Law Firm, P.A.
614 S. Tamiami Trail
Osprey, FL 34229

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SHADOW OAKS ESTATES PROPERTY OWNERS' ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, SHADOW OAKS ESTATES PROPERTY OWNERS' ASSOCIATION, INC. was formed by the recording of the Declaration of Covenants and Restrictions for Shadow Oaks Estates Subdivision in Official Records Book 3103, Pages 2308, et seq. (the "Original Declaration"), and that real property was added to the Subdivision in the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Shadow Oaks Estates Subdivision (the "Amendment"), recorded at Sarasota County Official Records Instrument No. 2004025562 in the Public Records of Sarasota County, Florida.

These are the Amended and Restated Articles of Incorporation of Shadow Oaks Estates Property Owners' Association, Inc. The original Articles of Incorporation were submitted to the Secretary of State of the State of Florida on April 22, 1998. Shadow Oaks Estates Property Owners' Association, Inc. has been organized pursuant to Chapter 720, Florida Statutes, for the maintenance, operation, and management of the Shadow Oaks subdivision, located in Sarasota County, Florida.

Pursuant to Section 720.306, Florida Statutes, the Articles of Incorporation of Shadow Oaks Estates Property Owners' Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Articles of Incorporation of Shadow Oaks Estates Property Owners' Association, Inc. ("Articles of Incorporation").

This is a substantial rewording of the Articles of Incorporation. See original Articles of Incorporation text and prior amendments for text that is amended by this document.

Article I
Name

The name of this corporation is SHADOW OAKS ESTATES PROPERTY OWNERS' ASSOCIATION, INC. hereinafter referred to as the "Association."

Article II
General Nature of Business

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the subdivision known as Shadow Oaks, located in Sarasota County, Florida, and to perform all acts provided in the Original Declaration of said Subdivision, originally recorded in Official Records Book 3103, Pages 2308, et seq., and all amendments thereto, and pursuant to Chapter 720, Florida Statutes as amended.

Article III
Powers

The Association, by and through its Board of Directors (the “Board”), shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida law and the Declaration and Bylaws, including, but not limited to the following:

1. To make, amend, and collect annual and special assessments against Members to defray the cost, expenses, and losses of the Association.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To purchase such insurance as deemed reasonable by the Board for the Common Property and for the protection of the Association and its Members.
4. To make and amend reasonable rules and regulations regulating the use of the property.
5. To enforce by legal means the provisions of the Florida law, the Declaration, these Articles of Incorporation, the Bylaws and the rules and regulation for the use of the property.
6. To levy fines for violation of approved rules and regulations, or violations of the provisions of the Declaration, these Articles of Incorporation, or the Bylaws, all as set forth in the Bylaws.
7. To contract for the management, operation, and administration of the Association, and to delegate to such contractors all powers and duties of the Association, except as specifically required by the Declaration to be performed by or have the approval of the Board or the Membership of the Association.
8. To employ personnel for reasonable compensation to perform the services as required for the proper administration of the purposes of the Association. Such powers shall be deemed to include the right of the Board to furnish private security, fire protection, or any other services which would be beneficial to the safety of the Association and its members.

Article IV
Members

The Members of the Association shall consist of all persons owning a Lot in Shadow Oaks as evidenced by a duly recorded deed or other appropriate instrument of conveyance, in the Public Records of Sarasota County, Florida. Membership in the Association shall terminate automatically and immediately as a Member’s interest in the title terminates.

Each change of Membership in the Association shall be established by delivery to the Association's Secretary of a copy of the recorded deed or other instrument of conveyance.

Article V
Voting Rights

Each Lot shall be entitled to one (1) vote at Association meetings, as provided in the Bylaws or Declaration, notwithstanding that the same Lot Owner may own more than one (1) Lot. The manner of exercising voting rights shall be determined by the Bylaws.

Article VI
Existence

The Association shall exist perpetually unless dissolved according to law.

Article VII
Registered Office and Registered Agent

The Association's Registered Agent and Registered Office is currently c/o Hill Law Firm, P.A., 614 S. Tamiami Trail, Osprey, FL 34229. The Board may change the Association's registered agent and office in the manner provided by Florida law.

Article VIII
Board of Directors

The affairs of the Association shall be managed by a Board of Directors consisting of a number of Directors determined by the Bylaws, but not less than three (3) Directors nor more than seven (7) Directors; however, unless otherwise determined by the Board, there shall be five (5) Directors. Furthermore, the Board should always consist of an odd number of Directors. Any change to the total number of Board members shall be made by the Board at a duly noticed Board meeting. Such Board meeting shall be held prior to the first notice of the Association's annual membership meeting, or the first notice of any special membership meeting at which Board elections shall be held.

Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the Bylaws and by Florida Law. Vacancies on the Board shall be filled in the manner provided by the Bylaws and by the Florida law.

Article IX
Officers

The affairs of the Association will be managed by the Officers whose positions and duties are set forth in the Bylaws. The Officers shall be elected by the Board as applicable at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board.

Article X
Indemnification

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses, liabilities, and settlements, including attorneys' fees reasonably incurred by or imposed upon him in connection with any legal or administrative proceeding to which he may become involved by reason of him being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time of the expenses, unless the Director or Officer is adjudged by a Florida court of competent jurisdiction to have committed gross negligence, fraud, willful misfeasance, and/or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all right of indemnification to which such Director or Officer may be entitled whether by statute, by common law, or otherwise.

The Association may also elect to indemnify any committee member or other appointee or volunteer if it believes such indemnification shall be in the best interests of the Association and the Membership. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of such person.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

Article XI
Bylaws

The Bylaws of the Association may be amended by the Board in the manner provided by for in the Bylaws.

Article XII
Subscribers

The names and street addresses of the original subscribers to these Articles of Incorporation are as follows:

Frank Cassata	c/o 4 C's Management 200 West Main Street Babylon, New York 11702
Mario Comparetto	4647 Stoneridge Trail Sarasota, Florida 34232
Harold R. Rosenberg	110 Whispering Oaks Court

Sarasota, Florida 34232

Article XIII
Amendments

The Association may amend any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of the Members, and all rights conferred upon the Members herein are granted subject to this reservation: provided however, that no amendment shall make any changes in the qualification for Membership or voting rights of the Members without the written approval of all Members and the joinder of all record owners of the mortgages upon the Lots. Further, no amendment shall be made which is in conflict with Florida law or the Declaration.

[SEE CERTIFICATE FOR SIGNATURE PAGE]

Prepared by and return to:
Hill Law Firm, P.A.
614 S. Tamiami Trail
Osprey, FL 34229

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]

This instrument prepared by:
Hill Law Firm, P.A.
614 S. Tamiami Trail
Osprey, FL 34229

AMENDED AND RESTATED BYLAWS OF
SHADOW OAKS ESTATES PROPERTY
OWNERS' ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, SHADOW OAKS ESTATES PROPERTY OWNERS' ASSOCIATION, INC. was formed by the recording of the Declaration of Covenants and Restrictions for Shadow Oaks Estates Subdivision in Official Records Book 3103, Pages 2308, et seq. (the "Original Declaration"), and that real property was added to the Subdivision 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 in the Public Records of Sarasota County, Florida.

These are the Amended and Restated Bylaws of Shadow Oaks Estates Property Owners' Association, Inc. The original Bylaws were submitted to the Secretary of State of the State of Florida on April 22, 1998. Shadow Oaks Estates Property Owners' Association, Inc. has been organized pursuant to Chapter 720, Florida Statutes, for the maintenance, operation, and management of Shadow Oaks, located in Sarasota County, Florida.

Pursuant to Section 720.306, Florida Statutes, the Bylaws of Shadow Oaks Estates Property Owners' Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Bylaws of Shadow Oaks Estates Property Owners' Association, Inc. (the "Bylaws").

This is a substantial rewording of the current Bylaws. See original Bylaw text and prior amendments for text that is amended by this document.

Article I
Identity

These are the Bylaws of Shadow Oaks Estates Property Owners' Association, Inc. (the "Association"). The Association was incorporated under the laws of the State of Florida on April 22, 1998.

Article II
Purpose

The Association has been organized for the purpose of promoting the health, safety, and welfare of the Owners of Lots located within Shadow Oaks, a subdivision in Sarasota County, Florida, and performing all duties assigned to it under the provisions of the Original Declaration, as amended from time to time. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions, and authorizations contained in the Original Declaration, as amended from time to time.

Article III
Membership, Voting and Proxies

Section 3.1 Qualification. The qualification of Members, the manner of their admission to Membership, and termination of such Membership, and voting by the Members shall be as set forth in the Association's Articles of Incorporation.

Section 3.2 Voting Rights. Each Lot shall be entitled to one (1) vote at Association meetings, as provided in these Bylaws or the Declaration, notwithstanding that the same Lot Owner may own more than one (1) Lot. The manner of exercising voting rights shall be determined by these Bylaws.

Section 3.3 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and any adjournments of said meeting provided such adjourned meetings occur within ninety (90) days of the original meeting, and must be filed with the Secretary (or other person designated by the Secretary) at or before the designated time of the meeting. Each proxy shall be revocable at any time at the pleasure of the Lot Owner executing it.

Section 3.4 Voting Representative Required For Multiple Owners. In the event a Lot is owned by more than one (1) person or by an entity, the vote for the Lot may be cast at any meeting by any co-owner of the Lot. However, that in the event a dispute arises between the co-owners as to how the vote for the Lot shall be cast, or in the event the co-owner are unable to concur in their decision up on any subject requiring a vote, they shall lose their right to cast the vote for the Lot on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a Lot shall be deemed co-owners of the Lot, and the directors and officers of a corporation owning a Lot shall be deemed co-owners of the Lot.

Section 3.5 Contact for Notice. The Association shall be entitled to give all notices required to be given to the Members of the Association to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown in the records of the Association, until the Association is notified in writing by the appropriate Member that such notices are to be given to another person or entity or at a different address.

Section 3.6 Suspension of Voting Rights for Delinquent Assessments If any assessment or portion thereof imposed against an Owner remains unpaid for ninety (90) days following its due date, such Lot Owner's voting rights in the Association shall be suspended as provided in the Homeowners' Association Act, until all past due assessments and other financial obligations due are paid, upon which time the Lot Owner's voting rights shall be automatically reinstated.

Article IV
Annual and Special Meetings of Members

Section 4.1 Annual Meeting. An annual meeting of the Membership of the Association shall be held at a date, time, and place as decided by the Board. No annual meeting shall be held more than thirteen (13) months apart. The annual meeting shall be held for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

Section 4.2 Special Meetings. Special meetings of the Members of the Association shall be held whenever called by the President or Vice President, by a majority of the Board of Directors,

or by at least twenty-five percent (25%) of the total membership of the Association. Such request shall state the purpose(s) of the proposed meeting and a date for the meeting.

Section 4.3 Notice of Member Meetings. Notice of all Members' meetings, annual or special, shall be given by the President, Vice President, or Secretary or by such other Officer of the Association as may be designated by the Board. Such notice shall be mailed, delivered or electronically transmitted to each Member, as required by Florida law, and shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not more than thirty (30) days and not less than fourteen (14) days prior to the date set for such meeting.

Section 4.4 Membership Roster. At least fourteen (14) days before every membership meeting, or if less than fourteen (14) days' notice of the meeting is given, from the date of such notice, the Secretary of the Association shall prepare a Membership Roster. Said Membership Roster shall be a complete list, arranged numerically by Lot, of every member and of every voting representative entitled to vote at such meeting or any adjournment thereof, with the address of each to which notice is to be sent.

Section 4.5 Quorum. Thirty percent (30%) of the voting rights represented in person or by proxy shall constitute a quorum for Membership meetings.

Section 4.6 Lack of a Quorum. If any Members' meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, notwithstanding that new proxies may need to be obtained in accordance with the Homeowners' Association Act. Prior to adjournment, an announcement must be made stating the time and place for the reconvened meeting, within thirty (30) days, which announcement shall serve as notice of the rescheduled meeting.

Section 4.7 Member Approval. Except as otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the majority of Members present at any duly called Members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all Members.

Section 4.8 Member Meeting Chairman. At meetings of the Membership, the President, or in his or her absence, the Vice President, shall preside, or in the alternative, the Board shall select a chairman.

Section 4.9 Order of Business. The order of business at the annual meeting of the members shall be, as far as practical or unless otherwise determined by the chairperson, as follows:

- a. Election of Chairperson (if President or designee is absent);
- b. Certification of proxies, and determination of a quorum;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading, or waiver of reading, and disposal of any unapproved minutes;
- e. Reports of directors, officers, or committee(s);
- f. Election of inspectors of election;
- g. Election of directors;

- h. Unfinished Business;
- i. New Business and announcements; and
- j. Adjournment.

Section 4.10 Meeting Minutes. All actions of the membership shall be recorded in minutes, if taken during a meeting; or in a written action by written consent, if taken without a meeting. Such minutes shall be made available to Owners, upon request, pursuant to the Homeowners' Association Act.

Section 4.11 Lot Owners' Right to Record and Speak at Member Meetings. Any Lot Owner may tape record or videotape a meeting of the Members subject to such reasonable rules adopted by the Board. Members have a right to speak for up to three (3) minutes at all Membership meetings on any agenda item and on all other items opened for discussion.

Section 4.12 Action Without Meeting. Whenever the affirmative vote or approval of the members is required or permitted by the Declaration, the Homeowners' Association Act, or these Bylaws, such action may be taken without a meeting if members entitled to cast no fewer than a majority of the votes, if such meeting were held, shall agree in writing that such action can be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must agree in writing. Provided further that the Declaration, the Articles of Incorporation, and these Bylaws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all members who did not approve such action within ten (10) days of such approval.

Article V **Board of Directors**

Section 5.1 Number of Directors and Terms of Offices. Directors must be Members of the Association, a spouse of a Member, or a person exercising the rights of a Lot Owner who is not a natural person. Notwithstanding same, a Member and his/her spouse may not serve on the Board at the same time unless they own more than one Lot. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) and no more than seven (7) Directors; however, unless otherwise determined by the Board, there shall be five (5) Directors. Furthermore, the Board should always consist of an odd number of Directors. Any change to the total number of Board members shall be made by the Board at a duly noticed Board meeting. Such meeting shall be held prior to the first notice of the Association's annual membership meeting, or the first notice of any special membership meeting at which Board elections will be held.

Section 5.2 Replacement of Directors. If the number of Board Directors drops below three (3), or the number of Directors which has been established by Board resolution, the Secretary may receive nominations for a new Director(s), as applicable, from the present Board. The nominations shall be voted upon at the next Board meeting. The vacancy will be filled only to the end of the particular Board Director's term.

Section 5.3 Election of Directors. Election of new directors or election of current directors to additional terms will occur as the first action item of business at the annual meeting of the Association. Nominations of Board candidates for the election may be provided in writing by the interested candidate in advance of the meeting to the Secretary. If the number of candidates both provided in advance and from the floor equal the number of open Board seats, then no election is

required. Directors will be elected by a majority vote of the members in attendance. The persons receiving the largest number of votes shall be elected. The ballots used for the election shall contain the names of the nominees and shall contain a description of the number of vacancies eligible to be filled by the election. Election ballots may be cast by a proxy holder in the event a Member is unable to attend the annual meeting.

Section 5.4 Certification. Upon election, all Board members are required to timely provide or obtain certification pursuant to Section 720.3033, Florida Statutes, as amended. Record of this certification shall be kept by the Association, as required by Florida Statutes Section 720.3033, as amended.

Section 5.5 Resignation of Directors. Resignations from the Board must be in writing and received by the Secretary. Such resignation shall become effective immediately upon such receipt unless a later date is specified in the resignation.

Section 5.6 Recall. Directors may be removed from the Board with or without cause by the procedures set forth in the Homeowners' Association Act, as amended.

Section 5.7 Delinquent Directors. Any Board Director who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership. Any Board member position that opens pursuant to this Section shall be filled and served as provided in Section 5.2 above.

Section 5.8 Duties of Directors.

- a. Directors shall be expected to attend all meetings of the Board and any committee of the Board to which they have been appointed; notwithstanding same, such attendance is not required to be in person, but can be telephonically or by video service, as long as such service is in real time, and the Board member can hear all other Board members, and all in physical attendance at the meeting can hear him or her.
- b. Directors shall perform their duties as a Director, including their duties as a member of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe is in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.
- c. In performing their duties, Directors shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:
 - i. One or more Officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented;
 - ii. Counsel, public accountants, or other persons as to which the Director reasonably believes to be within such person's professional or expert competence; or
 - iii. A committee, upon which he does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.
- d. Directors shall not be considered to be acting in good faith if they have knowledge

concerning the matter in question that would cause such reliance described above to be unwarranted.

- e. A person who performs their duties in compliance with this Section shall have no liability by reason of being or having been a Director of the Association.

Section 5.9 Manager and Employees. The Board may employ the services of a manager, and other employees and agents, as they shall determine appropriate to actively manage, operate, and care for the Common Areas, including but not limited to, performing the defined duties of the Treasurer and/or Secretary, with such powers and duties and at such compensation as the Board may deem appropriate and provided by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board.

Section 5.10 Compensation. Neither Directors, Officers, volunteers, appointees, nor Committee Members shall be compensated for service, except that reimbursement or compensation may be made for the following:

- a. Reimbursement for out-of-pocket expenses incurred by such person on behalf of the Association, subject to approval in accordance with procedures established by the Association's governing documents or, in the absence of such procedures, in accordance with an approval process established by the Board.
- b. Any other fee or compensation that is allowed by and implemented in accordance with Florida Statutes Section 720.303(12), as amended.

Section 5.11 Liability and Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association as provided in the Articles of Incorporation.

Article VI **Meetings of Directors**

Section 6.1 Organizational Meeting. An organizational meeting of the Board shall be held immediately after, and at the same place as, or within ten (10) days thereof, of the annual meeting of the Members, at which time the Directors shall appoint the Officers of the Association.

Section 6.2 Regular Board Meetings. Regular meetings of the Board shall be held at such time and place as is provided by appropriate resolution of the Board.

Section 6.3 Special Board Meetings. Special meetings of the Board shall be held when called the President of the Association or at least two (2) Directors.

Section 6.4 Notice of Board Meetings. Notice of regular or special meetings of the Board shall be given to each Director, personally, by mail, facsimile, telephone, or email, at least three (3) days prior the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived. Each Board member may waive, in writing, the need for or receipt of his or her personal notification, except in an emergency. Notice of Board meetings shall be provided to the Owners by posting the Notice in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in an emergency.

However, notice must be mailed, delivered, or electronically transmitted to the Members

of any Board meeting at which Special Assessments are to be considered or proposed Rules and Regulations regarding parcel use may be adopted or revised. Such notice shall contain a statement of the nature of such Assessment and/or proposed rule or regulation and given in writing to each Member not less than fourteen (14) days prior to the date of the meeting.

Section 6.5 Quorum and Minutes. A meeting of the Board occurs whenever a quorum of the Board, present either in person or by telephone or video conference, gathers to conduct Association business. A majority of the Board shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board. Minutes shall be kept for all Board meetings.

Section 6.6 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof, shall constitute the concurrence of such Director for the purposes of determining requisite majorities on any action taken and reflected in such minutes; provided such concurrence shall not be used to create a quorum. Directors may join in minutes under this Section only in or after an open and duly noticed meeting, for the purposes herein provided.

Section 6.7 Order of Business. The order of business at any meeting of the Directors shall be, as far as practical or unless otherwise determined by the Chairperson, as follows:

- a. Election of Chairperson (if President or designee is absent);
- b. Roll call and determination of a Quorum;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading, or waiver of reading, and disposal of any unapproved minutes;
- e. Officer's Reports;
- f. Committee Reports;
- g. Unfinished Business;
- h. New Business and announcements; and
- i. Adjournment.

Section 6.8 Action Without a Meeting. Any action required or which may be taken at a meeting of the Board may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Such consent shall have the same effect as a unanimous vote.

Section 6.9 Attendance in a Meeting By Conference Phone or Conference Video. Any action required or which may be taken at a meeting of the Board at which a proper notice or a waiver thereof has been given pursuant hereto may be taken by means of a conference telephone or video conference for similar communications equipment by means of which all person participating in the meeting can hear each other at the same time. When a telephone or video conference is used, a speaker shall be attached so that any members or voting representatives present may hear the discussion.

Section 6.10 Procedure. The Directors may adopt their own rules of procedure which shall not be inconsistent with the Declaration, the Articles of Incorporation, these Bylaws, or applicable law.

Section 6.11 Members' Right to Attend Board Meetings. All meetings of the Board shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the meeting would be governed by the attorney/client privilege, or as otherwise provided by the Homeowners' Association Act.

Section 6.12 No Voting by Ballot or Proxies. Directors may not vote by proxy or secret ballot at Board meetings.

Article VII Officers

Section 7.1 Officers and Terms of Office. The Officers of the Association shall be a President, Vice-President, Secretary, and Treasurer. Any director may hold two (2) offices, except that the President shall not also be the Secretary. The Association shall also have such other officers, assistant officers, and agents as may be deemed necessary or appropriate by the Board from time to time. All Officer terms are for the period of one (1) year. All Officers shall have such authority, and perform such duties as the Board may, from time to time determine or as provided in these Bylaws or the Articles.

Section 7.2 Election of Officers. All of the Officers of the Association shall be elected from and by the Board Directors at the organizational meeting of the Board. New offices may be created and filled at any meeting of the Board, as long as such positions are consistent with these Bylaws. Each Officer shall hold office until a successor has been duly elected and qualified or until the Officer's earlier death, resignation, or removal.

Section 7.3 Vacancies. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board for the unexpired portion of the term.

Section 7.4 Removal of Officers. Any Officer may be removed from their Officer position by a majority vote of all Directors at any meeting, but any such Officer shall remain a Director.

Section 7.5 Resignation of Officers. Resignation by an Officer must be in writing and received by the Secretary. Such resignation shall become effective immediately upon receipt unless a later date is specified in the resignation.

Section 7.6 Duties of the President. The President shall be the chief executive officer of the Association and preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds, and all other written instruments affecting ownership and use rights of the Common Areas, including monetary encumbrances.

Section 7.7 Duties of the Vice President. The Vice President shall perform all the duties of the President in his absence. The Vice President, or his or her appointed agent, shall perform such other acts and duties as may be assigned by the Board.

Section 7.8 Duties of the Secretary. The Secretary shall record the votes and keep the minutes of all proceedings in a book. The Secretary shall further maintain all official records of the Association as required by the Homeowners' Association Act.

Section 7.9 Duties of the Treasurer. The Treasurer shall receive and deposit in appropriate institutional accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board; provided, however, that a resolution of the Board shall not be

necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his/her appointed agent, shall keep proper books of accounting and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon the request of a Member as provided in the Homeowners' Association Act.

Article VIII **Covenant Enforcement**

Section 8.1 Enforcement. Subject to statutory pre-suit mediation requirements provided in Chapter 720, Florida Statutes, covenants and restrictions in the Declaration, as amended, 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.

The failure to enforce any provision of the Declaration or Rules shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 8.2 Violations. Failure of a Lot Owner or any family member, guest, invitee or tenant of a Lot Owner to comply with such restrictions, covenants, or rules and regulations shall be ground for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Lot Owner's liability under applicable law. The offending Lot Owner shall be responsible for all costs of enforcement including reasonable attorneys' fees and costs, both at the trial and the appellate levels.

Section 8.3 Fines. In addition to all other remedies, and to the maximum extent permissible by law, the Association may levy and impose a fine or fines upon a Lot Owner for failure of a Lot Owner, family member, guest, invitee, or tenant to comply with any covenant, restriction, rule, or regulation.

- a. After voting at a Board meeting to levy a fine, or fines for a continuing violation, the Board shall provide written notice to the Lot Owner and the person sought to be fined, if applicable, at least fourteen (14) days in advance of the hearing before a fining committee. The notice shall be sent by regular mail, by certified mail, return receipt requested, or by both. Notice shall be complete upon mailing. The notice shall include the following: the date and time of a hearing of the fining committee (hereinafter the "Fining Committee") as set forth herein, at which time the Lot Owner or person sought to be fined shall present reasons why a fine(s) should not be imposed.
- b. The Fining Committee shall consist of at least three (3) Lot Owners who are believed to be objective in the reasonable judgment of the Board and who are *not* 1) related to the Lot Owner or person given the notice, 2) a complainant against same with respect

to the matter for which a fine is proposed, or 3) Officers, Directors or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee.

- c. At the Fining Committee hearing, the party against whom a fine has been levied shall have an opportunity to respond, to present evidence, and to provide written and verbal argument on all issues involved, and to review, challenge, and respond to any material considered by the Association.
- d. If the Fining Committee rejects the fine by a majority vote, it may not be imposed. If the Fining Committee confirms the imposition of the fine, written notice of the fine shall be sent to the Lot Owner advising as to the five (5) day deadline for payment, per the Homeowners' Association Act.
- e. For the first non-compliance or violation, the Board may impose a fine not in excess of one hundred dollars (\$100.00). For subsequent non-compliance or a violation of a continuing nature, the Board may impose a fine for each day of a continuing violation, not to exceed five thousand dollars (\$5,000.00) in the aggregate. A single notice and opportunity for hearing is sufficient to comply with notice requirements, even though a Lot Owner may have subsequent violations of the same nature of such violations may be of a continuing nature.
- f. A fine of less than one thousand dollars (\$1,000) may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the Court.

Section 8.4 Access. The Association shall have the right to access any Lot or any improvements constructed on Lots, between the hours of 9:00 a.m. and 5:00 p.m., upon advance notice to the Lot Owner to determine whether or not a Lot Owner has complied with the provisions of this instrument relating to land use. This authority is only to be used after reasonable attempts have been made to contact the Lot Owner for compliance. Every such entry on the part of the Association or its employees or agents shall be deemed a lawful entry and not a trespass.

Article IX **Fiscal Management**

Section 9.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 9.2 Annual Budget and Special Assessments. The Board shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual Assessment based thereon against each Lot subject to the Assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board, at any time in their sole discretion, to levy an Special Assessment in the event of an emergency need for funding, or in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management, or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

Section 9.3 Annual Assessments. Notice of the Annual Assessments levied against each Lot, except for Lot 17 in Unit II until such time as it becomes a paying Member of the Association as provided in the Declaration, together with a copy of the budget as adopted by the Board, shall be made available to each Member as set forth in the Declaration. The annual maintenance assessment shall be due either annually or quarterly, at the option and sole discretion of the Board. A Member shall be delinquent in the payment of an Assessment due if payment is not received within fifteen (15) days of the due date(s) established by the Board. If a Member is delinquent in payment of an assessment, the amount remaining shall bear interest from the due date at the highest rate of interest permitted by law and shall be subject to such late charges as permitted by the Homeowners' Association Act of the Florida Statutes. The Association is also granted the power to file in the Public Records of Sarasota County, Florida, a written claim of lien against any Lot for which there remains any unpaid assessment, interest, and/or charges as provided in these Bylaws and the Homeowners' Association Act, as amended.

Section 9.4 Signatories. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such Officers, Directors, and/or agents of the Association, and in such a manner as shall from time to time be determined by resolution of the Board.

Section 9.5 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select. All such depositories shall be FDIC insured.

Section 9.6 Fidelity Bonds. Fidelity bonds may be required by the Board for all Officers and employees of the Association, and from any person handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid for by the Association and shall be a Common Expense of the Association.

Section 9.7 Financial Reports. The Association shall prepare an annual financial report within ninety (90) days after the close of the fiscal year and so notify each Member that the financial report is available and prepared in accordance with the requirements of Florida Statutes Section 720.303, as amended from time to time.

Article X **Official Records**

The books, records, and other papers of the Association shall be available within forty-five (45) miles of the Association or within Sarasota County and subject to inspection by any of the Association Members during regular business hours. The official records of the Association shall be maintained as required by Florida law. As legally permissible, the Board may adopt written rules governing the frequency, time, and location of records to be inspected, and the manner of inspections, including imposing a charge for copying costs as authorized by the Homeowners' Association Act.

Article XI **Amendments**

These Bylaws may be amended by majority vote, in person or by proxy, of the Association's membership at the Annual Meeting or at any Special Meeting of the Members. Upon

successfully obtaining the Membership approval required herein, the Bylaws 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.

Article XII
Regulations

The Board may from time to time adopt such uniform administrative Rules and Regulations governing the details of the operation of the Association, and restrictions upon and requirements regarding the use and maintenance of the Lots and of the Common Areas as may be deemed necessary and reasonable from time to time to assure the enjoyment of all the Lot Owners and to prevent unreasonable interference with the use of the Lots and the Common Areas, and as shall not be inconsistent with the Declaration, the Articles of Incorporation, and these Bylaws.

Article XIII
Committees

The committees of the Association shall be established by the Board as needed for resolution of matters not handled as routine business of the Association. Unless otherwise provided herein, each committee shall consist of individuals appointed by the Board. Notice for committee meetings shall be as required by Florida law.

Article XIV
Meeting Decorum and Professionalism

Professionalism, as evidenced by acts, discussions, and statements made in order and decorum, shall govern the conduct of the meetings of the Association, the Board, and committees of the Association.

Article XV
Conflict

The governing documents shall control in the following order of priority: the Declaration; the Articles of Incorporation; these Bylaws; and any Rules and Regulations. In the event of any conflict between the provisions hereof and the Homeowners' Association Act, the Act shall control.

Article XVI
Construction

The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to operate the subdivision. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

[SEE CERTIFICATE FOR SIGNATURE PAGE]