

**PROPOSED AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS
SHADOW RUN — UNIT ONE AND UNIT TWO**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS SHADOW RUN — UNIT ONE AND UNIT TWO is hereby proposed, and when approved this will be shown on the Certificate of Amendment attached hereto. The Revitalized Declaration was recorded at Official Records Book 21444, Page 3, Public Records of Hillsborough County, Florida and as it may have been subsequently amended. This Amended and Restated Declaration supersedes all prior versions and amendments to the Declaration.

WHEREAS, SHADOW RUN HOME OWNER'S ASSOCIATION, INC., A FLORIDA CORPORATION, hereinafter called the ASSOCIATION, is the community association incorporated on May 13, 1977, to carry out the duties and responsibilities of the Architectural Board established pursuant to that certain Declaration of Protective Covenants and Restrictions for Shadow Run — Unit One recorded in the Public Records of Hillsborough County, Florida in O.R. Book 2932, p. 132, et. seq. and that certain Declaration of Protective Covenants and Restrictions for Shadow Run — Unit Two recorded in the Public Records of Hillsborough County, Florida in O.R. Book 3189, p. 1581, et. seq. Said Declarations were executed and recorded by the Developer, Suncoast Highland Corporation, the former fee simple owner of all the land shown on the Plats of Shadow Run, Unit One and Unit Two, according to the plats thereof recorded in Plat Book 46 at page 24 and Plat Book 47 at page 47, respectively, of the Public Records of Hillsborough County, Florida.

WHEREAS, the Association is governing the subdivision known as SHADOW RUN, and the Association deemed it necessary, proper and desirable to revitalize said Declarations of Protective Covenants and Restrictions as well as the Amended Declaration of Protective Covenants and Restrictions recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 3971, beginning at Page 916; Amendment to Amended Declaration of Protective Covenants and Restrictions, recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4086, beginning at Page 1702; Second Amendment to Amended Declaration of Protected Covenants and Restrictions recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 6168, beginning at Page 1912; Third Amendment to Amended Declaration of Protected Covenants and Restrictions recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 7866, beginning at Page 1137; Fourth Amendment to Amended Declaration of Protected Covenants and Restrictions recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 9667, beginning at Page 754; Fifth Amendment to Amended Declaration of Protected Covenants and Restrictions recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 10161, beginning at Page 1849; and Sixth Amendment to Amended Declaration of Protected Covenants and Restrictions recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 10290, beginning at Page 1989; said Protective Covenants, Restrictions and other Conditions placed upon the land within said Subdivision, were ~~are~~ incorporated into the Revitalized Declaration of Protective Covenants and Restrictions; it was ~~is~~ deemed that said protective covenants and restrictions as amended and revitalized shall expressly run with the title to the land and govern all present and future owners and users thereof for their mutual protection, benefit and wellbeing.

WHEREAS, said Developer discontinued the Architectural Board and transferred its authorities, duties and responsibilities to said Association pursuant to Article X of said Declarations of Protective

Covenants and Restrictions for Shadow Run — Unit One and Unit Two and pursuant to that certain Agreement to Transfer Rights and Duties under Shadow Run Declarations of Protective Covenants and Restrictions recorded in the Public Records of Hillsborough County, Florida, in O.R. Book 3970, p. 691, et. seq.

This document hereby amends and restates the Revitalized Declaration described above for the purpose of integrating all of the provisions of its Revitalized Declaration, together with previously recorded amendments and the proposed amendments as set forth herein, which will become final upon approval by the Members and the Board as evidenced by a Certificate of Amendment, and continues to bind the lands described herein to the terms, covenants, conditions, easements, and restrictions hereof, which shall be covenants running with the property and binding on all existing and future owners and all others having an interest in the property or occupying or using the property.

NOW, THEREFORE, for and in consideration of the premises set forth herein and other good and valuable consideration, the Grantee of any Deed conveying any homesite or homesites, parcels or tracts shown on said plat or any plats or portions or replats thereof at any time during the term these restrictions are in force shall be deemed by the acceptance of such Deed to have expressly agreed to all such protective covenants, easements, conditions, charges, restrictions, reservations, burdens and servitudes as follows:

DEFINITIONS AS USED HEREIN

1. ASSOCIATION designates the Shadow Run Home Owner's Association, a Florida Corporation, its successors and assigns, singularly, plurally, or a combination thereof.
2. BOARD designates the Board of Directors of the Shadow Run Home Owner's Association. Said Board shall consist of not less than three (3) members, with full powers of regulation and approval of land use variances and other terms set forth in these covenants and restrictions.
3. GRANTEE, MEMBER, or OWNER designates the purchaser of or holder of title of the homesites (however designated) and lands conveyed by the Developer to one or more persons, firms, concerns, corporations, etc., its or their grantees, heirs, executors, administrators, agents, lessees, representatives, successors or assigns.
4. DEVELOPER designates Suncoast Highland Corporation, a Florida Corporation, the former fee simple owner of all the land shown on the Plats of Shadow Run, Unit One and Unit Two, according to the plats thereof recorded in Plat Book 46 at Page 24 and Plat Book 47 at page 47, respectively, of the Public Records of Hillsborough County, Florida.
5. HOMESITE, LAND or PROPERTY designates land conveyed to grantee and/or improvements constricted thereon, except none of these restrictions shall pertain to any land, or property which has been zoned for commercial or other designated specific use or uses under the Hillsborough County Regulations other than residential. All land within Shadow Run Units One and Two is now and shall hereafter be zoned Residential Single Family Fixed Dwellings.
6. IMPROVEMENT designates use, design, plans, specifications, location, construction, removal or alteration, which addition, installation, improvement of, to or for any building, structure, utility, tract of land, facility, fence, wall, sign, water well, lake or utility building performed or to be

performed for or by the grantee upon any homesite, land or property of the grantee.

7. RESTRICTIONS shall mean the restrictions, conditions, limitations, covenants, easements, burdens, servitudes, agreements and declarations contained herein.

8. COMMON EXPENSE shall mean and refer to any expense for which a uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses and costs incurred by the Association in connection with performing the rights, duties, and obligations set forth within the Association's Governing Documents and applicable law.

9. HOMEOWNER'S ASSOCIATION ACT OR ACT shall mean Chapter 720, *Florida Statutes*, as it may be amended from time to time.

10. ASSOCIATION GOVERNING DOCUMENTS shall mean the Association's Declaration, Articles of Incorporation Bylaws, Homeowners' Association Rules and Regulations, and any Association policies or procedures, as the same may, from time to time, be amended and exist.

11. HOME, DWELLING or PRIMARY RESIDENCE, shall mean the building constructed on the Homesite for occupancy as a single-family residence and these terms may be used interchangeably.

PROTECTIVE COVENANTS AND RESTRICTIONS

ARTICLE 1. Homesites

The term "Homesite" as used in the plat and herein shall refer to the numbered lots as shown on said plats. Such homesite tracts are generally approximate one acre or more in size and are referred to herein as "Homesites." The homesites shown on said plat shall be used for residential purposes only except as otherwise permitted herein. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any homesite on said land other than one single family residence, provided however, that in the event the owner of two or more homesites wishes to erect only one single family residence thereon, they may do so, in which event the setback lines hereinafter provided shall refer to the perimeter of the property they own and not to the individual homesites.

ARTICLE 2. Homesite Restrictions

Except as other permitted below, no building at any time situated on any homesite shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these protective covenants and restrictions. Prohibited uses include general farming, maintenance of muck lots, firing range or discharge of firearms, except for necessary lawful use, or the maintenance of any roadside stands. Use of homesites must also comply with applicable laws and regulations of governmental bodies and agencies. Business or commercial use shall mean and be defined as any use which shows commercial activity taking place on a Homesite, including but not limited to signage; or regular pick-up or delivery of supplies, materials, partially or completed goods; or any physical or tangible use which evidences any substantial level of commercial activity which is not consistent with the requirement that the property be used for single family residential purposes, in the sole discretion of the Board of Directors. Businesses not requiring regular visitation of customers, clients, vendors or suppliers shall be allowed provided that they

meet the requirements herein and do not have any exterior display of business use or activity or adverse impact on surrounding residences or occupants. Such businesses include, but are not limited to, home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises, since the business activity is conducted primarily through telephonic and electronic media.

No building situated on any homesite shall be rented or leased separately from the rental or lease of the entire property and no part of any such building shall be used for the purpose of renting rooms therein or as a boardinghouse, hotel, motel, tourist or motor court or other transient accommodation. No duplex residence, garage apartment, mother in law suite, or apartment house shall be erected on any homesite and no building at any time shall be converted into a duplex residence, garage apartment or apartment house. Homesites may be used by the association, when approved by the board of directors, for parks or a community center if the occasion arises.

No Homesite may leased for a term of less than 6 months. No more than three (3) leases may be made for any twelve (12) month period for each Homesite provided that the Board of Directors may approve exceptions to this restriction in cases where the tenants are unable to occupy their property based upon a condition which occurs after the time that they moved into the Homesite. Examples of potential hardship exceptions include job transfers, accidents, tenant evictions that are requested or agreed with by the Association, or medical situations which prevent the tenant from occupying the Homesite, or other similar hardship situations. The Owner shall be required to provide a copy of the lease to the Association's Board of Directors upon request. A lease is defined as any permitted occupancy of a Homesite by someone other than an owner, or a guest that is permitted under the applicable rules and restrictions, where any monetary or other consideration is paid for the right to occupy the Homesite. This includes not only formal leases, but any type of license or other permission granted to someone other than the owner to occupy a Homesite in exchange for some consideration to be given to the Owner. Included in the definition of leasing are all type of arrangements for occupancy, including those arranged through AirBnb, VRBO, and all other similar types of services. It is also prohibited for any Owner to arrange for or permit a Homesite to be advertised for occupancy for a period of time of less than 6 months, through any type of listing or other arrangement. Notwithstanding the foregoing, no Owner or tenant may rent, lease, assign or permit the use of a portion of their Homesite for storage of personal property, boats, trailers and associated equipment, recreational vehicles, or other vehicles to a third party. All Owners are required to ensure that their tenants are provided with a copy of the Association's Governing Documents including any rules and regulations adopted by the Association's Board.

ARTICLE 3. Residence Height

Without the prior approval of the Board, and in compliance with the requirements or applicable governmental bodies, the height of the main residence on each homesite shall not be more than thirty-five (35) feet in height nor more than two and one-half full stories above the normal surface of the ground.

ARTICLE 4. Residence One-Story

No one-story residence shall be erected on any homesite unless the ground floor square foot area of the main residence, exclusive of screened or unscreened porches, garages and carports, shall equal or exceed 2,000 square feet for all Homesites. No stilt homes or similar beach type residence shall be permitted.

ARTICLE 5. Residence Multi-Story

The main entrance of all multi-story residences shall be at ground level. No stilt homes or similar beach type residence shall be permitted. No one and one-half story residence, and no two-story residence shall be erected on any homesite unless the total floor area of all floors and levels of such residence, exclusive of screened or unscreened porches, garage and carports, shall equal or exceed 2,000 square feet for all Homesites.

ARTICLE 6. Utility Yard

A Utility Yard shall be a walled, fenced, or hedged enclosure which substantially obscures the content of the Utility Yard from the frontage, adjacent Lots, and Lots across any Common Area tracts. The materials used, the height and the design of a Utility Yard must be approved by the Board prior to construction. Hedges must be maintained in a neatly trimmed and healthy condition. The following must be wholly within a Utility Yard: Pens, yards and houses for domestic pets, above-ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clotheslines, clothes washing and drying equipment, laundry rooms, tool shops, workshops, garbage cans, detached garages, other mechanical equipment, any above ground swimming pool, hot tub or spa, and any other structures or objects determined by the Board to be of any unsightly nature or appearance. Notwithstanding the foregoing, air conditioning and heating equipment are not required to be installed within a Utility Yard.

Children's play structures such as towers, forts, tree houses, climbing and swing sets, etc., do not need to be wholly contained within a Utility Yard, but must be substantially obscured from the street by a building, trees, shrubs, fences, or a combination thereof, and maintained in good condition. Any play structures must not be in front of the building footprint closest to the street and must be located in a side or backyard.

One basketball hoop and backboard per residence will be allowed, and must be maintained in good appearance and condition. With the exception of portable basketball hoops, other portable equipment must be moved to a Utility Yard after each use.

ARTICLE 7. Outbuilding Definition

Except as provided elsewhere in the protective covenants, no detached outbuilding, as said term is defined herein, shall be erected on any part of any homesite on said land unless approved by the Board and provided that said Detached Outbuilding shall not serve as a residence. The term "Detached Outbuilding", as used in these covenants and restrictions, that are permissible includes the following: garage, carport, laundry room, tool or workshop, hothouse, greenhouse, children's playhouse, outdoor fireplace, barbecue pit, or any other structure of any kind which extends more than three (3) feet above the normal surface of the ground, and which is detached from the single family residence located or to be located on such homesite. Except that Arbors, Bowers, Gazebos, Pergollas, Trellised gates and other such decorative structures can be constructed outside of a Utility Yard provided that Board's approval is obtained before construction.

Detached Outbuildings may not exceed a total footprint of 850 square feet and no more than two Detached Outbuildings may be placed on any Homesite. Any such Detached Outbuilding exceeding 150 square feet must be aesthetically similar to the home by being painted the same color and trim or

otherwise have the same color to match the main residence on the property.

Small garden sheds may be erected for garden storage with no more than 150 square feet of floor space and no higher than 10 feet at peak of roof, without matching materials on the main residence, but must be trimmed in the same color as the main residence. Small garden sheds must be installed behind front building line of residence and well maintained.

ARTICLE 8. Outbuilding Restrictions

Any Detached Outbuilding permitted by the protective covenants hereof, with any part of which that extends above the top of the fence or wall enclosing such Utility Yard shall be subject to the approval of the Board. Detached Outbuildings which are not required to be located in a Utility Yard may be erected on a Homesite outside of a Utility Yard if such Detached Outbuilding meets the requirements of the Association's Governing Documents and if the same has been approved by the Board.

The purpose of this is to protect the aesthetic quality for the property by occupants within the community and ensure their protection. No owner, tenant, guest, or invitee shall be permitted to use any portion of an approved Detached Outbuilding as a residence either on a short-term or long-term basis.

Although shipping containers and PODs (or similar items used for purposes of moving) may be located on the property for a limited time for the purpose of moving into, or out of the community, or during renovation of a home, no such items shall remain in the community beyond such time period approved by the Board in advance.

ARTICLE 9. Building, Fence Location

Restriction on Location of Structure, Set Back Requirements, Utilization of Building Area, etc.

(a) There shall be a front yard on each homesite shown on the subject plat, or any future plats governed by these protective covenants and restrictions, of not less than fifty (50) feet unless explicitly reviewed and approved by the Board due to extenuating circumstances in the Board's sole and absolute discretion. There shall be a side yard on each side of the residential structure of not less than twenty- five (25) feet. No building, structure, wall, or fence, or replacement fence, shall be constructed less than fifty (50) feet from the edge of the street pavement.

Other Provisions Related to Set Back and Location of Structures

(b) No building, detached outbuilding, utility yard, or any type or kind of structure (except drives and walks), or any part of any of same, shall be erected, placed or allowed in the area of any homesite on said land lying between the front building restriction line as described and the access way or ways on which the homesite abuts.

(c) No building, detached outbuilding, wall or any type or kind of structure, or any part of any of same, shall be erected, placed or allowed in the area of any homesite on said land on a portion of the land prohibited by the plat, other governing documents or any easement where such construction or placement would negatively impact the rights grants by the easement.

(d) No utility yard, fence, wall or any type or kind of structure and no hedge or planting other

than grass shall be erected, allowed or placed within any of the areas designated on said plat as easements running along interior side lines nor any easement area hereinafter granted. Notwithstanding any other provisions of these covenants and restrictions any utility yard, fence, wall, hedge or planting or other structure or improvement erected or placed within any other easement areas designated on said plat or reserved or given herein shall forthwith be removed by the property owner if and when required or requested to do so by the Board or beneficiary of the easement.

(e) As used in these covenants and restrictions the term "Interior Side Line" refers to a homesite side line which is not contiguous (i.e. abutting or adjoining) to one or more access ways.

(f) The provisions of this Article are subject to applicable county, city or other governmental restrictions that may be in force from time to time and it is acknowledged that such governmental provisions are to be complied with.

ARTICLE 10. Architectural Control

Architectural Control: Board is Authorized to Approve and Disapprove all Proposed Improvements.

(a) The Board has the authority and duty to study, examine, inspect, approve, reject, review and pass upon all proposed improvements to be constructed on any homesite or recreational facility. The Board shall consider the aesthetics, quality of workmanship, materials, landscaping, devices and all other matters related to the standard and quality of and compliance with these restrictions and the development and use of the proposed improvements within the subject development of SHADOW RUN, UNIT ONE AND UNIT TWO.

(b) The Board, is authorized and empowered to establish rules, standards, regulations and procedures necessary or desirable for the proper performance of all the functions to be performed by said Board, and shall continue in its function until written notice shall be given by the Association for its discontinuance, and each grantee and/or user shall abide by such rules, standards, regulations and procedures.

(c) The Association, said Board, and the officers, directors and members thereof, shall not be liable with regard to any undertaking by consequence of its enactment and enforcement of, or failure to enact or enforce, minimum standards for such improvements, and no act or omission shall be construed to impose any liability upon the Association, said Board or the officers, directors and members thereof, for damages or harm which any grantee may sustain. Grantee and/or user, in each instance, shall be responsible for the safety and quality of the improvement constructed or enacted by or for said grantee. It is understood that the standards imposed by these restrictions and the Board are in all instances minimum standards and expected to focus on aesthetics.

(d) The Board shall be authorized to grant variances or exceptions from any of the rules, standards, regulations and procedures established by it or restrictions herein contained where, owing to existing or special conditions and circumstances, a literal enforcement of the provisions thereof would result in hardship, provided such variance or exception does not affect the uniform development and quality of the development. In granting any variance or exception the Board may prescribe any conditions and safeguards when made a part of the terms under which such variances or exceptions are granted, and such variances or exceptions shall not be deemed a violation of these restrictions. Prior to granting

any variance or exception, The Board shall give at least fourteen (14) days written notice to the property owners immediately adjoining the property being affected to hear and consider any complaint registered by such immediately adjoining property owners.

(e) The Board of Directors shall serve as the Architectural Review Committee ("ARC"). The Association's Board of Directors may appoint an ARC Advisory Subcommittee to receive and review applications and then make recommendations to the Board for approval. Such recommendations from the ARC Advisory Subcommittee shall not be binding on the Board and no such recommendations may be communicated to the applicant until after such time as the Board has rendered its final decision. Each new member of the ARC Advisory Subcommittee shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the ARC Advisory Subcommittee may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the ARC Advisory Subcommittee.

(f) The approval provided by the Board and/or ARC Advisory Subcommittee will be conditioned on the approved project or work being completed by the time set forth within the ARC guidelines or as stated on the approval notification provided by the Board and/or ARC Advisory Subcommittee. Failure to timely complete an approved project or work within a reasonable time for such project will be deemed a violation of the governing documents subjecting the member to enforcement actions.

Article 11. Architectural Control Procedures.

For the purpose of further ensuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each homesite shall present an attractive and pleasing appearance from all sides and from all points of view, the Board reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each homesite in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected on any homesite, nor shall any addition to or exterior change or alteration hereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the homesite and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Board shall require, including, if so required, plans for the grading and landscaping of the homesite showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Board and until a copy of all such plans and specifications, as finally approved by the Board have been lodged permanently with the Board.

The Board shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Board of said land or contiguous land. In passing upon such building plans and specifications and lot-grading and landscaping plans of the Board of said land or contiguous land, the Board may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built, to the homesite upon which it is proposed to erect the same, the quality of the

proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties.

Such building plans and specifications shall be prepared for the specific use of the property owner submitting the same and shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, root plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the homesite, with all building restriction lines shown. Such plans and specifications shall also show the location of all trees on the homesite having a diameter of ten inches or more, breast high. In addition, there shall be submitted for approval links to the websites and/or pictures of building materials proposed to be used as the Board shall specify and require. All lawns to be of Florida Friendly grass and landscaping as approved by the Board. Rock Yards are not permitted.

Notwithstanding anything to the contrary within the Association's Governing Documents, in the event of an emergency, the Board may approve Owner repairs electronically and then ratify such approval during the next regularly scheduled Board meeting.

All lawns next or adjacent to streets must be completely sodded or seeded with grass, or "Florida-friendly landscaping" pursuant to applicable law and approved by the Board in advance, to the actual paved areas of such street or streets and thereby are to abut such pavement. Thus an owner of a homesite is to cause grass or "Florida-friendly landscaping" to be planted and maintained between a street and their tract, even though they may not have actual title to the whole area abutting the easement.

ARTICLE 12. Approval of ARC Applications

Wherever in these covenants and restrictions the consent or approval of the Board is required to be obtained, no action or construction which requires such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Board. Requests shall be submitted to the Board. In the event the Board fails to act on any such written request within 45 days after the same has been submitted to the Board as required above, such requests shall be deemed to be disapproved. With the exception of the construction of a new home on the Homesites, if work has not commenced as approved in an ARC application within 180 days of approval, the ARC approval is revoked, and an application must be resubmitted and approved by the ARC prior to commencement of work.

ARTICLE 13. Garage and Carports

All residences must have a garage with a capacity for at least two automobiles. All residences must have a garage which is an integral part of the main residence building or dwelling. Garage entrances will be located on the side or back of the residence and not facing open to a street if possible. Garages on corner lots on Shadow Run Boulevard, are not to open toward Shadow Run Boulevard.

Carports are permitted only on home sites which also have a garage, and must be contained within a Utility Yard. Carports will be constructed of materials and of a design approved by the Board. Carports may not exceed 400 sq. feet and no more than one Carport is permitted per Homesite.

ARTICLE 14. Boats and Vehicles

"Permitted vehicles" may be parked in driveways, a garage, building attached to the main residence, or enclosed Utility Yard, meeting the requirements set forth in these protective covenants, substantially obscured from view from outside of the Utility Yard. A "permitted vehicle" shall mean an operable motor vehicle. No commercial vehicles, except those present on business, shall be parked within the community unless parked inside a garage, building, or enclosed Utility Yard, meeting the requirements set forth in these protective covenants, substantially obscured from view from outside of the Utility Yard. For purposes of this provision, "commercial vehicles" shall mean any motor vehicle with any commercial lettering or signage. Additionally, no other commercial vehicle, limousines, recreational vehicle, boat, or trailer, including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or campers, may be kept or parked anywhere within the community unless parked inside a garage, or enclosed Utility Yard, meeting the requirements of set forth in these protective covenants, substantially obscured from view from outside of the Utility Yard. Notwithstanding the foregoing, recreational vehicles such as motor homes, travel trailers, or boats may be parked on a homeowner's driveway if it does not extend into the roadway, on a temporary short-term basis not exceeding three (3) days per occurrence and provided such occurrence does not occur more than twice in a thirty (30) day period. Except for loading/unloading for a short period of time, semi-trucks or box trucks and/or similar trailers are not allowed on any parcel, front or back-yard. Cars, motorcycles and other vehicles may only be covered with a car cover specifically manufactured for the covering of automobiles. Tarps and other coverings for other purposes shall not be permitted for the covering of vehicles within the community.

ARTICLE 15. Window Air Conditioning Units

Unless the prior approval of the Board has been obtained, no window air conditioning units shall be installed in any residence.

ARTICLE 16. Land Use and Building Type

When the construction of any building has commenced, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Board as set forth in these protective covenants hereon must be completed in accordance with said plans and specifications within eighteen (18) months after the start of the first construction upon each homesite unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or other natural or uncontrolled calamities. Prior to completion of construction, the property owner shall install a suitable concrete, brick, black top asphalt driveway from the concrete portion of the abutting access way to his garage. No other materials including without limitation, cedar chips or mulch will be permitted in the driveway. This driveway must be maintained. During construction on any building plot, all vehicles involved in such construction, including those delivering material and supplies, shall enter upon such homesite from the access way only at such location as shall be approved by the Board, and such vehicles shall not be parked at any time on the access way or ways or upon any property other than that on which the construction is proceeding. During construction, the Owner must ensure that the Contractor keeps the street clean. The exterior of each dwelling must be completed in every detail in accordance with approved plans and specifications prior to occupancy.

ARTICLE 17. Temporary Structures

No picnic areas, sheds, shacks, trailers and no detached outbuildings as defined in these protective covenants shall be erected or permitted to remain on any homesite prior to the start of construction of a permanent residence thereon.

ARTICLE 18. Structures Allowed

Temporary or Movable Buildings and temporary sanitary toilet facilities for contractors shall only be permitted during the period of actual construction of the main residence and other buildings permitted hereunder following receipt of written approval from the Board.

ARTICLE 19. Sight Distance

No fence, sign, wall, hedge, shrub planting or other article which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed, nor be permitted to remain on any corner homesite within the triangular area formed by the street property lines and a line connecting them at points fifty (50) feet from the intersection of the abutting street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any homesite within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Further, the Board shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any homesite, if the location of the same will, in the sole judgment and opinion of the Board, obstruct the vision of a motorist upon any of the streets or access ways.

ARTICLE 20. Temporary Residence

No owner, tenant, invitee or licensee may utilize any trailer, garage, barn, Detached Outbuilding, camper, RV, or any structure other than the primary residence on the Homesite as a residence on a short term or long-term basis. No temporary structure shall be used as a residence. Further, no structure except for the primary residence on the Homesite shall be used as a residence.

ARTICLE 21. Signs

Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Homesite, except "For Rent" or "For Sale" signs. Such "For Rent" or "For Sale" signs may refer only to the premises on which displayed and may not exceed five (5) square feet in size or extend more than four (4) feet above the surface of the ground. Aforementioned signs shall be fastened to a stake in the ground and shall be limited to one sign per Homesite.

ARTICLE 22. Television, Radio Antennae and Solar Panels

22.1 Satellite Dishes and Antennae: Each Lot shall be permitted to install and maintain no more than two (2) satellite dishes or antennas of not more than 3 feet in diameter, at a location and in a

manner approved by the Board of Directors of the Association, provided that these are screened from view, and cannot be seen from the front of the Lot, to the maximum extent reasonably possible.

(a) No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.

(b) All installations are to be completed in a manner that will cause the least adverse visual impact to the outside of the residence and to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from the outside of the buildings or from neighboring properties, the Association may require inexpensive screening or painting in a color compatible with the residence, in order to minimize any adverse impact.

(c) If any portion of this Section is determined to be unenforceable or invalid under applicable law, this shall not affect the validity of the remaining provisions.

22.2 Solar energy panels may be mounted on roofs by the Members upon receiving prior written approval by the Board, however, the Board may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors pursuant to Section 163.04, *Florida Statutes*. The installation of such solar panels must be performed in accordance with guidelines established by the Board from time to time. Unless such prohibition is contrary to applicable law, no standalone solar arrays may be installed on any portion of a Member's property with the exception of within an enclosed Utility Yard.

ARTICLE 23. Garbage, Recycling, Yard Waste Containers and Incinerators

Garbage Containers (which includes recycling containers) must be kept within the Utility Yard, or out of sight of the street or adjacent parcels on non-collection days. No garbage or trash incinerators shall be placed or permitted to remain on a homesite or any part thereof. After the construction of any building on any homesite, the owner shall keep and maintain on said homesite covered garbage containers in which all garbage shall be kept until removed. Following the completion of construction of any building on any Homesite, the Owner shall remove any containers used during the construction.

ARTICLE 24. Mailboxes

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any homesite unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Board. Mailboxes must be well maintained and meet the approval of the U.S. Postal Service. Notwithstanding the foregoing, any existing approved mailboxes requiring replacement due to damage or age, may be replaced with the same design style, construction and color without Board approval. However, any change in location, design style, construction or color must be approved by the Board.

ARTICLE 25. Pets

Not more than three (3) total domestic pets (limited to either dogs, cats or other common household pets) may be kept on a Homesite. No exotic animals or farm animals may be kept as pets or

otherwise permitted within the community. Notwithstanding the foregoing, a reasonable number of small fish, reptiles or birds, are allowed, provided they are properly confined or caged within the Home, and provided they do not become a nuisance. The Board, in its sole and absolute discretion shall determine whether any animals shall constitute a nuisance and whether the number of such animals are reasonable. Pet owners must follow all applicable federal, state and local laws, codes and ordinances with respect to their pets. Owners shall use due care to keep pets under control and not to allow such to be a nuisance or danger.

Notwithstanding the foregoing, with respect to chickens, no more than five (hens, or pullets) are allowed. Cockerels, Roosters and Capons shall be prohibited. The chickens must be confined or caged at all times, located in the functional rear yard of the lot, fully hidden within a Utility Yard. The chickens will be permitted as long as they do not become a nuisance. No chickens shall be slaughtered on the parcel. The on-site sale of eggs shall be prohibited.

Members and the owners of the pet are responsible for their pets and it is the pet owner's responsibility to maintain control of their pets at all times. Members will be responsible for any damage to common areas caused by their pets, or by those of tenants or guests. All dogs and cats must be walked on leashes, or carried, and controlled by their owners at all times when outside of the Dwelling. Owners must clean up immediately after their pets and dispose of all excrement in the owners' trash receptacle. Pets, as described above, may be kept or harbored on a Homesite only so long as such pets or animals do not constitute a hazard, nuisance or annoyance to the occupants of neighboring Homesites. A determination by the Board that an animal or pet kept or harbored on a Homesite is a hazard, nuisance or annoyance to the occupants of neighboring Homesites shall be conclusive and binding on all parties, provided that prior to ordering the removal of a pet due to such pet being a nuisance or annoyance, the pet owner will be given the opportunity for a hearing before the Board of Directors. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice.

ARTICLE 26. Lakes

Watercraft of any type that negatively impacts the shoreline or environment, in the Board's sole and absolute discretion, will not be allowed on Lake Grady. Only canoes/kayaks are allowed on internal lakes. Residents need to be mindful of property lines in the water as many lots extend out into Lake Grady. Docks on Lake Grady or internal lakes must be approved by Board.

ARTICLE 27. Nuisances

No illegal, noxious, loud, or offensive activity or condition shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. The Board has discretion to vote on whether something is considered a nuisance. No trash, garbage, rubbish, debris, waste materials, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

ARTICLE 28. Trees and Other Plantings

No owner of a homesite shall plant or place any shrubbery, hedges, trees or other planting on any part of said land lying outside the owner's property. No living tree may be cut on any said land without first obtaining the written consent of the regulatory governmental body to the extent government regulations apply.

ARTICLE 29. Appearance and Homesites

The owner of each Homesite, whether such property be improved or unimproved, shall keep such Homesite free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such Homesite at all times in a neat and attractive condition. Notwithstanding the foregoing, any unimproved lots need not be kept free of normal detritus material found in the natural state, except for the area within 15 feet of the roadway and adjacent Homesites unless wetlands; however, dangerous debris and manmade litter must be cleared. In the event the owner fails to comply with the preceding sentence of this Article after at least fifteen (15) days written notice, the Board shall have the license and right, but no obligation, to go upon such land and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such homesite, which expense shall be payable by such owner to the Association, or person or persons who performed the services, on demand. Such charges shall constitute a direct and judicially enforceable lien against said homesite capable of being foreclosed upon in law or equity by the Board or its designee in order to discharge such lien. The property owner shall be responsible for reasonable attorneys' fees and court costs for collection of said expenses in addition to the clearing expenses. Once changes to Homesites have been approved by the Board and/or the ARC, the Owner shall ensure such changes are completed as soon as possible or within any time period that may be established by the Board and/or ARC. Should an Owner fail to ensure such approved changes timely completed, any unfinished work shall be deemed unsightly and a violation of the Association's Governing Documents.

ARTICLE 30. Water Supply and Equipment

Unless county water infrastructure is in place and supplied, the water supply for each homesite shall come from individual wells provided and maintained by the individual lot owner. It shall be the individual lot owner's responsibility to install the well at their own expense. Installation shall be accomplished only by a licensed well driller. It shall be the responsibility of the lot owner to obtain, or through the well driller, approval by the Board as to the type and location of the well, and, to secure all necessary permits in accordance with the relevant Governmental Agencies. The number of wells per homesite shall be limited to one (1), except where express permission for additional wells has been obtained in writing from the Board. The water holding tank and other water equipment shall be enclosed in the garage, the Utility Yard or another manner and location approved by the Board so as not to be visible from streets.

ARTICLE 31. Sewage Disposal

Unless and until a sewage treatment plant and collection system shall be provided to serve the said land, a septic tank and drain field, in accordance with applicable laws and regulations, shall be placed on each homesite by the respective property owner at their expense and shall be maintained in good

operating condition. The tank shall be located to take into account future connection with a sewer system. When and if such central sewage treatment plant and collection system is provided, each owner of a homesite to which such system is made available shall, at his expense, be required to connect his sewage disposal lines to the sewage collection line provided to serve that owner's property so as to comply with the requirements of such sewage collection and disposal service. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way.

ARTICLE 32. Easements

The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat or those hereafter granted (whether such easements are shown on said plat to be for drainage, utilities or any other purpose) and on, in, over and under a five (5) foot strip at the back of each homesite and on, in, over and under a five (5) foot strip along the interior side homesite lines of each homesite shown on said plat, and the Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Article.

The owners of the homesites subject to the privileges, rights and easements referred to in this Article shall acquire no right, title, or interest in or to any poles, wires, cables conduits, pipes mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements including any designated on said plat are and shall remain private easements and the sole and exclusive property of the Developer and its successor and assigns. The easements created hereunder are in addition to those reserved for or granted to governmental or public utility bodies. Any wall, fence, planting or any other improvements located in an easement area shall be removed upon the request of the Developer, its successors or assigns, or any public utility using said area, at the expense of the owner of such homesite. The Developer or Board shall have the right to enter and to permit others to enter upon said reserved easement areas for any of the purposes for which said easements are reserved.

ARTICLE 33. Resubdividing or Replatting

The platted homesites shall not be resubdivided or replatted except as provided in this Article. Any homesites shown on said plat may be combined but (by deed or otherwise) only with the prior approval of the Board and with such approval may be combined in any manner where the resulting combined parcel meets the requirements of one acre per homesite. Resubdivision is not to occur which will produce a greater number of smaller homesites. Following such combination, the Owner shall have the number of votes and the obligation to pay assessments for each of the homesites as originally shown on the plats. The several covenants, restrictions, easements and reservations herein set forth shall continue to apply to such homesites.

ARTICLE 34. Collection of Assessments, Default and Enforcement

34.1 Monetary Defaults and Collection of Assessments.

34.1.1 If any member is in default in the payment of any Assessment for more than ten (10) days after the Assessment is due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days after written demand by the Association, the Association may charge such Member interest at the highest rate permitted by law on the amount from the due date of such Assessment until paid.

34.1.2 In addition, if any Member is in default of the payment of any Assessment or any other monies owed to the Association for more than ten (10) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Member to pay to the Association Assessments for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Member shall continue to be liable for any increases in the regular Assessments and/or all other Assessments and monies payable to the Association.

34.1.3 If any Member fails to pay any Assessment or other monies due to the Association within ten (10) days after written demand, the Association may take any action deemed necessary to collect such Assessments or monies, including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments or monies, initiating legal proceedings for the collection of such Assessments or monies, recording a claim of lien as provided for herein and by the Act, and foreclosing the claim of lien in the same fashion as mortgage liens are foreclosed, or any other appropriate action, including seeking a money judgment against the Member (without thereby waiving any claim of lien) and the Member shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees, and all sums paid by the Association for taxes on account of any superior mortgage, lien or encumbrance to preserve and protect the Association's lien. Reasonable attorneys' fees incurred by the Association incident to the collection of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, including unpaid Assessments, interest, costs, and attorneys' fees which are due and may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure, shall be payable by the member and secured by such lien. The association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments or monies owed to it. All payments received by the Association on account of any Assessments or monies owed to it by any Member shall be first applied to payments and expenses incurred by the Association, then to interest, then to any unpaid Assessments or monies owed to the Association in the inverse order that the same were dated. If any foreclosure sale results in a deficiency, the Association may request the Court to enter a personal judgment against the Member for such deficiency.

34.1.4 The Association shall have a lien on all property that is subject to this Amended Declaration and is owned by any Member (the "Subject Property") for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration) or other monies owed to the Association by such Member, and for interest, reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments and other monies owed to it and the enforcement and/or foreclosure of the lien, including reasonable attorneys' fees, and for all sums advanced and paid by the

Association for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien. The lien is effective from and relates back to the date the Revitalized Declaration was originally recorded, provided that as to First Mortgagees, the lien is effective from and after recording of the claim of lien. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

34.1.5 Except as provided in subsection 34.1.6 below, the Association lien shall not be affected by the sale or transfer of any property subject to the Amended Declaration, and in the event of any such sale or transfer, both the new owner and the prior owner shall be jointly and severally liable for all Assessments, interest and other costs and expenses owed to the Association.

34.1.6 Notwithstanding any other provision in this Declaration, the lien for the assessments provided in this Article shall relate back to the recording date of the original Declaration, and shall be superior to any lien recorded after the recording date of the Declaration, other than a First Mortgage recorded prior to the recording date of a Claim of Lien filed by the Association under this Declaration. Notwithstanding the superiority of the first mortgage lien, the transferee in connection with a deed in lieu of foreclosure, and the purchaser at any foreclosure sale held in connection with any foreclosure action, shall be liable for past due assessments to the maximum extent provided for in the Florida Statutes as amended from time to time. The sale or transfer of any Unit does not affect the assessment lien of the Association, except for a First Mortgage foreclosure where the Association is named as a party to the foreclosure suit. No such sale or transfer relieves the prior owner of such Unit from liability for past due assessments, and related interest, costs, late fees and attorneys' fees, and the new owner shall be jointly and severally liable for all such past due amounts, except for a first mortgagee acquiring title by foreclosure or deed in lieu of foreclosure, whose liability is governed by the Florida Homeowner's Association Act, as amended from time to time.

34.2 In the event of a violation by any Member (other than the nonpayment of an Assessment or other monies) of any of the provisions of this Declaration, or of the Articles or Bylaws of the Association, the Association shall notify the Member of the violation, by written notice pursuant to an enforcement policy adopted by the Board. If such violation is not cured pursuant to the enforcement policy, the Association may, at its option:

34.2.1 Commence an action to enforce the performance on the part of the Member, or for such equitable relief as may be necessary under the circumstances, including injunctive relief.

34.2.2 Any expenses incurred by the Association in connection with the correction of any violation of the Amended Declaration, or the commencement of any action against any member, including reasonable attorneys' fees, shall be assessed against the applicable Member as an individual assessment, and shall be due upon written demand by the Association. This shall specifically include the right of the Association to assess the Member for pre-suit attorney's fees and costs attributable to such Member's violation(s). The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Assessment and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and relates back to the date the Revitalized Declaration was originally recorded, provided that as to First Mortgagees, the lien is effective from and after recording of the claim of lien.

34.3 The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right provision, covenant or condition in the future.

34.4 All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one 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.

34.6 Any Member shall have the right to enforce this Declaration, and may commence any proceeding at law or in equity against the person or entity violating the Amended Declaration after providing the defaulting person with written notice and fifteen (15) days opportunity to cure the violation or, if the violation is not capable of being cured within such fifteen (15) day period such period of time as may be reasonably necessary to cure the violation provided that the defaulting person commences and diligently proceeds to completing such cure within fifteen (15) days after written notice. The failure of any Member to enforce promptly the provisions of these covenants and restrictions shall, at no time, be construed as a waiver of that Member's future rights to enforce the Declaration.

ARTICLE 35. Amendments to Covenants and Restrictions.

(a) Amendments to the Declaration may be proposed by the Board of Directors. The specific proposed wording of any proposed amendments must be sent to all owners at least 14 days prior to the meeting where the voting will take place, along with a notice of the membership meeting where the proposals will be discussed and voted upon, and a limited proxy form for the owners to be able to vote if they are unable to attend the meeting on the proposed amendments. Amendments must be approved by at least sixty (60%) percent of those owners voting, in person or by proxy, at a membership meeting where a quorum has been attained. As to any amendments that are approved, a Certificate of Amendment signed by the President or Vice President, with two witnesses and a notary, will be recorded in the public records along with the approved amendments. An amendment to the Declaration is deemed effective when the Certificate of Amendment is properly recorded in the public records of Hillsborough County.

(b) No parcel owner, without the prior written approval of the Board, may impose, grant or reserve any additional covenants, rights of way, easements and restrictions upon or under any part of the land shown on the plat.

ARTICLE 36. Invalidation of Covenants and Restrictions

The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

ARTICLE 37. Transfer of Rights and Privileges

(a) The Developer transferred and assigned to the Association, any and all rights, powers, privileges, authorities and reservations given to or reserved by the Developer pursuant to that certain Agreement to Transfer Rights and Duties under Shadow Run Declarations of Protective Covenants and Restrictions

recorded in the Public Records of Hillsborough County, Florida, in O.R. Book 3970, p. 691, et seq.

(b) From that date forward, all new owners of property within Shadow Run, Units One and Two, are required to maintain membership in the Association.

ARTICLE 38. Duration of Covenants and Restrictions

The protective covenants and restrictions as they may be amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January, A.D., 2042, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of fifteen (15) years each, unless within six (6) months preceding the end of any such successive fifteen (15) year period, as the case may be, a written agreement executed by the then record owners of a eighty percent (80%) of the homesites shown on the plat of the subdivisions, including additions thereto, shall be placed on record in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida, in which written agreement of any of the covenants, restrictions, reservations and easements provided for herein may be waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. Only one vote is allowable per homesite for the above purpose. In the event that any such written agreement shall be executed and recorded as provided for above in this Article 38, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of fifteen (15) years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

ARTICLE 39. Assessments for Expenses of the Association

39.1 Each Member of the Association owning real property in Shadow Run Unit One and Shadow Run Unit Two, as defined in the Articles and Bylaws of the Association ("Member") hereby covenants and agrees to pay the Member's pro rata portion of all expenses of any kind or nature whatsoever incurred by the Association ("Assessments"), including, but not limited to, expenses incurred in connection with the ownership, maintenance, repair, improvement, or operation of property to be maintained by the Association as provided in the Amended Declaration, (including, but not limited to, the cost of utilities, taxes, special assessments imposed by any governmental or quasi-governmental entity, insurance, operation, maintenance, repairs, improvements, alterations, and security, expenses of obtaining, repairing or replacing real or personal property owned by the Association), expenses incurred in connection with the administration and management of the Association, expenses incurred in the promotion of the recreation, health, safety, and welfare of the Members and membership fees. Each Member shall be liable for all Assessments coming due regardless of how title is acquired, including, without limitation, a purchase at judicial sale.

39.2 For purpose of calculation of the Assessments, each Homesite contained within Shadow Run Unit One and Shadow Run Unit Two shall be one Assessment unit. Not less than thirty (30) days prior to the beginning of each fiscal year, the Association's Board shall adopt a budget for such fiscal year which shall estimate all of the expenses to be incurred by the Association during the fiscal year. The Board shall, pursuant to Articles and Bylaws, establish the amount of Assessments per Homesite, which shall be equal to the total Assessments set forth in the budget for the fiscal year. The Board shall, pursuant to Articles and Bylaws, establish the amount of Assessments per Homesite, which shall be equal to the total Assessments set forth in the budget for the fiscal year, divided by the total number of Homesites. The

Association shall then notify all Members, in writing, of the amount, frequency, and due dates of the Assessment per Member. From time to time, the Board may modify the budget for the fiscal year, and upon written notice to the Members, change the amounts, frequency, and/or due dates of the Assessments per Homesite. If any Assessments are made payable in equal periodic installments such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount or, (ii) the Association notifies the Member or Owner in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in all events, every Member shall pay Assessments within thirty (30) days from the date of the notification of such Assessment.

39.3 On or before the date each Assessment is due, each Member shall pay to the Association such Assessment. If a Member fails to pay any Assessment when due, the Association shall have the rights set forth in these protective covenants and applicable Florida law the Amended Declaration, including, but not limited to the charging and collection of interest, the recording of a claim of lien and the foreclosure of same, and the acceleration of Assessments for the next twelve (12) month period.

39.4 Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Association's Governing Documents, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 720, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner. These Specific Assessments may be collected in the same manner as Assessments described herein.

ARTICLE 40

In the event any one or more of the above restrictive covenants, conditions, limitations or other provisions, or any part of same, shall at any time be held to be invalid by any Court of competent jurisdiction, then said remaining covenants, conditions, limitations, and provisions shall be and remain as valid as if the invalid covenant, condition, limitation, provision, or part had never entered into or been made a part of these restrictions. The words, "Shadow Run Homeowner's Association, Inc.", and "Sun Coast Highland Corporation", wherever used herein, shall include the assigns of said corporation.

END OF PROPOSED AMENDED AND RESTATED DECLARATION