

AMENDED AND RESTATED CORRECTIVE DECLARATION

OF RESTRICTIONS

SHADOW RUN UNIT I n/k/a SHADOW RUN

KNOW ALL MEN BY THESE PRESENTS that the Restrictions of Shadow Run Unit 1 was recorded in Official Records Book 1328, Page 1102, et. seq. of the Public Records of Pasco County, Florida and that the Corrective Declaration of Restrictions for Shadow Run Unit 1 creating restrictions and easements was adopted and imposed by West Coast Communities of Fl., Inc. hereinafter referred to as the "Developers", as Restrictions and Easements for: SHADOW RUN UNIT I according to the plat thereof which is filed in Plat Book 22, Page 93 of the Public Records of Pasco County, Florida and recorded in O.R. Book 1354, Page 1060, et. seq. of the Public Records of Pasco County, Florida. In 1990, an amendment to the Restrictions of Shadow Run Unit 1 was recorded in Official Records Book 1933, Page 1029, et. seq. of the Public Records of Pasco County, Florida. Said Corrective Declaration of Restrictions for Shadow Run Unit 1 provided in Article 19, Section C of said Corrective Declaration could be amended by an instrument signed by not less that seventy-five percent (75%) of the Lot Owners. Shadow Run Unit 2 as identified in Plat Book 24, Page 33-35 of the Public Records of Pasco County, Florida has been declared to be subject to the Declaration of Restrictions for Shadow Run Unit 1, as recorded in Official Records Book 1328, page 1102, et. seq. of the Public Records of Pasco County, Florida; the Corrective Declaration of Restrictions of Shadow Run Unit 1, as

**EXHIBIT "A"**

recorded in Official Records Book 1328, page 1102, et. seq. of the Public Records of Pasco County, Florida; the Corrective Declaration of Restrictions of Shadow Run Unit 1, as recorded in Official Records Book 1351, Page 0898, et. seq. and Official Records Book 1354, Page 1102, et. seq. of the Public Records of Pasco County, Florida; the Amendments to the Restrictions of Shadow Run Unit 1 as recorded in Official Records Book 1933, Page 1029, et. seq. of the Public Records of Pasco County, Florida pursuant to that Order of the Circuit Court rendered in Shadow Run Community Association, Inc. v. Tsilionis, etc., et al., Pasco County Circuit Court Case No. 51-02-CA-3509 WS/H.

All lots in said blocks are sold subject to the following restrictions and limitations which shall be covenants that shall run with the land and which are binding alike upon heirs, personal representatives, assigns, successors in interest whether in privity or not in privity, or purchased from the Developer, or its successors or assigns, or by acceptance of a deed. All transferees agree to abide by, perform and carry out said restrictions, limitations and conditions as one of the express considerations of conveyance. These restrictions are to follow each successive transfer of Shadow Run Unit I property, whether or not mentioned by future grantors and shall be in full force and effect until December 31, 2033 and shall automatically renew for successive periods of ten years unless otherwise terminated as provided herein.

1. RESIDENTIAL LOTS: All lots in said subdivision shall be known and described as residential lots. No structure shall be erected on any parcel of the same other than one (1) single private family dwelling with attached private garage of the same architecture and general design as the residences, both to be constructed of new materials. No lot shall be reduced or increased in size by any method whatsoever without the affirmative vote of not less than seventy-

five percent (75%) of all members of the Association. Common Areas are not subject to this restriction.

2. MINIMUM FLOOR AREA: All single family homes residence will have a minimum of nine hundred (900) square feet for a one story dwelling, exclusive of screen porches, patios, or garages. Outside wall dimensions may be used to determine square footage.

3. GARAGE: All dwellings shall have at least a one-car garage. No carports shall be allowed.

4. BUILDING SET-BACKS: No dwelling shall be erected nearer than twenty (20) feet to any front street lot line, except lot numbers 33, 34, 35, 36, 37, 38, 39, and 40, which shall be erected no less than 24 feet from front street lot line. Side setback on interior quadriplexes shall be at 0 inches from side lot line. End units shall be no less than 10 feet from side lot lines except corner lots whose side set-backs must be 15 feet 0 inches from lot line. Rear set-backs shall be no less than 20 feet.

5. TYPE OF CONSTRUCTION: Any dwelling which is destroyed or substantially damaged shall be rebuilt as a one story residential dwelling and must be constructed of new materials. The first floor walls shall be of frame or masonry construction using approved exterior sidings applied and painted and approved exterior color. All roof coverings shall be standard three tab asphalt shingle similar to the surrounding units. Any deviation from these approved materials must receive the specific written approval of the Board of Directors. The exterior colors of all homes must be compatible with the surrounding land and shall only be earth tone combinations. All plans and materials for reconstruction must be approved by the Board of Directors.

6. FENCES, WALLS, OTHER STRUCTURES AND OBSTRUCTIONS:

1.) Rear yards may not be fenced.

2.) Front privacy fences may be constructed upon any lot with the prior written permission of the Board of Directors.

7. LANDSCAPING: All dwellings shall be constructed with concrete driveways which shall not exceed a width of 21 feet, solid sodded front, side and rear yards.

8. CLOTHES DRYING AREA: Portable rotary or wind-up disappearing type clothes lines shall be used; no permanent clothes line shall be authorized.

9. TEMPORARY STRUCTURES: Trailers, tents, shacks, barns, hut-buildings, sheds, temporary buildings of any nature are expressly prohibited within this subdivision, and no temporary residence shall be permitted in unfinished residential buildings. No storage shed shall be allowed on any lot within the confines of this subdivision.

10. LIVESTOCK AND POULTRY: No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, except that not more than a total of two (2) dogs or cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. PARKING OF VEHICLES: No vehicle shall be parked on any part of this property except on a paved streets or on a paved driveways. No trailers or commercial vehicles, other than those present on business, may be parked in this subdivision. Boats, motor homes, commercial vehicles, campers and other recreational vehicles shall be parked inside garages and concealed from view. All parking shall be in accordance with State, County, and City regulations and laws.

12. SIGNS: No signs or promotional flags shall be displayed to the public view on any lot or building, except, however, a owner of a lot may display a "For Sale" sign upon his lot not more than five (5) square feet.

13. RAPID COMPLETION: The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible; and should the owner leave any building in an incomplete or deteriorated condition for a period of more than six (6) months, then the Association is empowered to either tear down and clear from the premises the uncompleted portion of such structure or to complete or refurbish the same at their discretion, and in either event, the expense incurred shall be charged against the owner's interest and shall be a lien upon said lands and premises. In the event an existing mortgage or lien should be outstanding against the subject property, the existing mortgagee shall be notified by the Association or his agent during the initial six (6) month period.

14. ASSOCIATION: There shall be one (1) homeowners association, to be known as SHADOW RUN COMMUNITY ASSOCIATION, INC.

A.) "Homeowners Association" shall mean and refer to the SHADOW RUN COMMUNITY ASSOCIATION, INC., its successors and assigns.

B.) "ASSOCIATION" used by itself shall mean and refer to the above-designated association.

C.) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the PROPERTIES, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

D.) “PROPERTIES” shall mean and refer to that certain real property hereinafter described, and shall refer to such additions thereto as may hereinafter be brought within jurisdiction of the Association.

E.) “COMMON AREA” shall mean and refer to all real property (including the improvements thereto) owned by the applicable Association for the common use and enjoyment of the respective owners. The common area to be owned by Shadow Run Community Association, Inc. including any Recreation Facility located within, Phase 1, 2, or 3 of SHADOW RUN and is to include future drainage, utility and ingress/egress drainage easements to be included in Phases 1, 2, and 3.

Common areas to be owned by Shadow Run Homeowners Association is set forth and described as follows for Phase 1:

(A). ASSOCIATION TRACT “A” DRAINAGE AND UTILITY EASEMENTS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 25 SOUTH, RANGE 17 EAST AND RUN S00°00’11”E, ALONG THE WESTERLY LINE OF SAID SECTION 2,041.16 FEET; THENCE S89°20’49”E, ALONG THE SOUTHERLY BOUNDARY OF SHADOW RIDGE AS RECORDED IN PLATE BOOK 17, PAGES 41 THRU 43, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, 1,913.18 FEET; THENCE N60°59’49”E, 540.57 FEET TO A POINT OF THE SOUTHERLY LINE OF LOT 182, SHADOW LAKES UNIT ONE, AS RECORDED IN PLAT BOOK 20, PAGES 27 THRU 29, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID SOUTHERLY LINE N60°59’49”E, 308.16 FEET; THENCE S18°23’36”E, 57.34 FEET; THENCE N69°30’01”E, 83.59 FEET; THENCE S68°20’58”E, 483.89 FEET; THENCE S78°55’10”E, 100.00 FEET TO A POINT OF THE WESTERLY RIGHT-OF-WAY LIEN OF SUGAR CREEK BLVD., THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,200.89 FEET, A CENTRAL ANGLE OF 02°12’18”, A CHORD BEARING S12°13’02”W, 48.04 FEET, AN ARC DISTANCE OF 48.41 FEET; THENCE N85°45’00”W, 438.82 FEET, THENCE S04°15’00”W, 118.49 FEET; THENCE NORTHWESTERLY THROUGH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 238.00 FEET, A CENTRAL ANGLE OF 06°30’40”, A CHORD BEARING N82°52’28”W, 27.03 FEET, AN ARC DISTANCE OF 27.05 FEET; THENCE N12°10’39”E, 105.88 FEET; THENCE N77°49’21”W, 89.27 FEET; THENCE N04°30’00”E, 10.00 FEET; THENCE S85°30’00”E, 106.00 FEET; THENCE N04°30’00”E, 120.00 FEET; THENCE N85°30’00”W, 106.00 FEET; THENCE S04°30’00”W, 8.53 FEET; THENCE N85°30’00”W, 140.00 FEET; THENCE S04°30’00”W, 125.61 FEET; THENCE S86°30’00”W, 139.39 FEET; THENCE S03°30’00”E, 90.33 FEET; THENCE S86°30’00”W, 7.90 FEET;

THENCE S03°30'00"E, 64.00 FEET; THENCE N86°30'00"E, 3.00 FEET; THENCE S03°30'00"E, 90.33 FEET; THENCE N79°30'00"W, 3.00 FEET; THENCE N10°29'27"E, 303.87 FEET TO THE POINT OF BEGINNING. CONTAINING 2.913 ACRES, MORE OR LESS.

(B). ASSOCIATION TRACT "B" INGRESS/EGRESS DRAINAGE AND UTILITY EASEMENTS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 25, SOUTH, RANGE 17 EAST, AND RUN S00°00'11"E, ALONG THE WESTERLY LINE OF SAID SECTION, 2,041.16 FEET; THENCE S89°20'49"E, ALONG THE SOUTHERLY BOUNDRY OF SHADOW RIDGE, AS RECORDED IN PLAT BOOK 17, PAGES 41 THRU 43, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, 1,913.18 FEET; THENCE N60°59'49"E, 540.57 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 182 OF SHADOW LAKES UNIT ONE, AS RECORDED IN PLAT BOOK 20 PAGES 27 THRU 29, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N60°59'49"E, 308.16 FEET; THENCE S18°23'36"E, 57.34 FEET; THENCE N69°30'01"E, 83.59 FEET; THENCE S68°20'58"E, 483.89 FEET; THENCE S78°55'10"E, 100.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUGAR CREEK BLVD.; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OS 1,220.89 FEET, A CENTRAL ANGLE OF 09°15'51", A CHORD BEARING S15°42'49"W, 197.19 FEET, AN ARC DISTANCE OF 197.41 FEET, TO A POINT OF BEGINNING; THENCE CONTINUE ALONG LAST SAID CURVE HAVING A RADIUS OF 1,220.89 FEET, A CHORD BEARING S20°26'47"W, 4.29 FEET, AN ARC DISTANCE OF 4.29 FEET, TO A POINT OF REVERSE CURVATURE; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 01°47'34", A CHORD BEARING S19°39'02"W, 19.71 FEET, AN ARC DISTANCE OF 19.71 FEET; THENCE N70°09'16"W, 38.27 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 19°50'44", A CHORD BEARING N80°04'38"W, 64.79 FEET, AN ARC DISTANCE OF 65.12 FEET; THENCE WEST 22.36 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 152.00 FEET, A CENTRAL ANGLE OF 24°22'55", A CHORD BEARING N77°48'32"W, 64.20 FEET, AN ARC DISTANCE OF 64.68 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 238.00 FEET, A CENTRAL ANGLE OF 27°07'56", A CHORD BEARING N79°11'02"W, 111.65 FEET AN ARC DISTANCE OF 112.71 FEET; THENCE S87°15'00"W, 71.96 FEET; THENCE BY CURVE TO THE RIGHT HAVING A RADIUS OF 262.00 FEET, A CENTRAL ANGLE OF 14°55'30", A CHORD BEARING N85°17'10"W, 68.07 FEET, AN ARC DISTANCE OF 68.26 FEET; THENCE N77°49'21"W, 80.33 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 15°38'39", A CHORD BEARING N85°38'40"W, 48.45 FEET, AN ARC DISTANCE OF 48.60 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°20'00", A CHORD BEARING S41°31'00"W, 28.29 FEET, AN ARC DISTANCE OF 31.43 FEET; THENCE S03°30'00"E, 44.98 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 262.00 FEET, A CENTRAL ANGLE OF 10°59'04", A CHORD BEARING S01°59'32"W, 50.15 FEET, AN ARC DISTANCE OF 50.23 FEET; THENCE N82°30'56"W, 24.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A

RADIUS OF 238.00 FEET, A CENTRAL ANGLE OF 10°59'04", A CHORD BEARING N01°59'32"E, 45.60 FEET, AN ARC DISTANCE OF 45.63 FEET; THENCE N03°30'00"W, 44.98 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING N48°30'00"W, 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET; THENCE S86°30'00"W, 100.79 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING S41°30'00"W, 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET; THENCE S86°30'00"W, 20.00 FEET; THENCE N03°30'00"W, 64.00 FEET, THENCE N86°30'00"W, 20.00 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING 48°30'00" SOUTHWEST 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET; THENCE N86°30'00"E, 164.70 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 06°53'08", A CHORD BEARING N89°56'34"E, 24.26 FEET, AN ARC DISTANCE OF 24.28 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 88°53'08". A CHORD BEARING N48°56'34"E, 28.01 FEET, AN ARC DISTANCE OF 31.03 FEET; THENCE N04°30'00"E, 101.95 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING N40°30'00"W, 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET; THENCE N85°30'00"W, 7.00 FEET, THENCE N04°30'00"E, 20.00 FEET; THENCE S85°30'00"E, 7.00 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING N49°30'00"E, 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET; THENCE N04°30'00"E, 43.00 FEET; THENCE S85°30'00"E, 24.00 FEET; THENCE S04°30'00"W, 210.94 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 82°19'21", A CHORD BEARING S36°39'40"E, 26.33 FEET, AN ARC DISTANCE OF 28.74 FEET; THENCE S77°49'21"E, 50.04 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 238.00 FEET, A CENTRAL ANGLE OF 14°55'39", A CHORD BEARING S85°17'00"E, 61.83 FEET, AN ARC DISTANCE OF 62.01 FEET, THENCE N87°15'00"E, 71.96 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 262.00 FEET, A CENTRAL ANGLE OF 27°07'55", A CHORD BEARING S79°11'02"E, 122.91 FEET, AN ARC DISTANCE OF 124.07 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 24°22'55", A CHORD BEARING S77°48'32"E, 54.06 FEET, AN ARC DISTANCE OF 54.57 FEET; THENCE EAST 22.36 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 212.00 FEET, A CENTRAL ANGLE OF 19°50'44", A CHORD BEARING S80°04'38"E, 73.06 FEET, AN ARC DISTANCE OF 73.43 FEET; THENCE S70°09'16"E, 38.25 FEET, TO THE POINT OF BEGINNING CONTAINING 0.664 ACRES, MORE OR LESS.

(C). ASSOCIATION TRACT "C" DRAINAGE AND UTILITY EASEMENT: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 25 SOUTH, RANGE 17 EAST, AND RUN S00°00'11"E, ALONG THE WESTERLY LINE OF SAID SECTION, 2,041.16 FEET; THENCE S89°20'49"E, ALONG THE SOUTHERLY BOUNDARY OF SHADOW RIDGE, AS RECORDED IN

PLAT BOOK 17, PAGES 41 THRU 43, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, 1913.18 FEET; THENCE N60°59'49"E, 540.57 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 182 SHADOW LAKES UNIT 1, AS RECORDED IN PLAT BOOK 20, PAGES 27 THRU 29, PUBLIC RECORDS OF PASCO COUNTY; THENCE CONTINUE ALONG SAID SOUTHERLY LINE N60°59'49"E, 308.16 FEET; THENCE S18°23'36"E, 57.34 FEET; THENCE N69°30'01"E, 83.59 FEET; THENCE S68°20'58"E, 483.89 FEET; THENCE S78°55'10"E, 100.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SUGAR CREEK BLVD.; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,220.89 FEET, A CENTRAL ANGLE OF 09°27'56", A CHORD BEARING S15°48'51"W, 201.47 FEET, AN ARC DISTANCE OF 201.70 FEET; THENCE BY REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 01°47'34", A CHORD BEARING S19°39'02"W, 19.71 FEET, AN ARC DISTANCE OF 19.71 FEET TO THE POINT OF BEGINNING; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 08°15'48", A CHORD BEARING S14°37'21"W, 90.78 FEET, AN ARC DISTANCE OF 90.86 FEET; THENCE S10°29'27"W, 13.91 FEET; THENCE N79°30'33"W, 255.15 FEET; THENCE N03°04'35"W, 114.17 FEET; THENCE BY A CURVE HAVING A RADIUS OF 238.00 FEET, A CENTRAL ANGLE OF 24°12'36", A CHORD BEARING S77°43'23"E, 99.82 FEET, AN ARC DISTANCE OF 100.57 FEET; THENCE BY A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 152.00 FEET, A CENTRAL ANGLE OF 24°22'55", A CHORD BEARING S77°48'32"E, 64.20 FEET, AN ARC DISTANCE OF 64.68 FEET; THENCE EAST 22.36 FEET; THENCE BY CURVE TO THE RIGHT HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 19°50'44", A CHORD BEARING S80°04'38"E, 64.79 FEET, AN ARC DISTANCE OF 65.12 FEET; THENCE S70°09'16"E, 38.27 FEET TO THE POINT OF BEGINNING. CONTAINING 0.682 ACRES MORE OR LESS.

6.) POOL AND DRESSING AREA: There is one 1,300 sq. ft. pool, (3' to 6') no diving board, with not less than 1,200 sq. ft. of decking included, and no more than 400 sq. ft. of gazebo, and enclosed restrooms and dressing areas. This facility is for the Owners of Phase 1, 2, and 3 of Shadow Run.

7.) "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

8.) "DECLARANT" shall mean and refer to West Coast Communities of Florida, Inc., its successors and assigns, if such successors or assigns, should acquire more than one undeveloped lot from the Declarant for the purpose of development.

15. PROPERTY RIGHTS:

A. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area applicable to his interest set forth above, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(1). The right of the Association to suspend the voting right and right to use of the recreational facilities by an owner for any period during which any assessments against his lot remains unpaid, for a period not to exceed 60 days for any infraction of its published rules and regulations.

(2). The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded.

B. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

16. MEMBERSHIP AND VOTING RIGHTS:

Every Owner of a lot which is subject to assessments shall be a member of the applicable Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. All owners including owners of cluster lots shall be members of the Shadow Run Community Association, Inc.

17. COVENANT AND MAINTENANCE ASSESSMENTS:

A. Creation of the Lien and Personal Obligations of Assessments. The Declarant for each lot owned within the Properties, has covenanted, and each Owner of any lot by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the applicable Association:

- 1.) Annual assessments or charges, and
- 2.) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, at the rate of 18% per annum, costs, a late fee of \$25 per month to the extent permitted by law, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest at the rate of 18% per annum, costs, a late fee of \$25 per month to the extent permitted by law, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. A Lot Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and to maintain and preserve the exterior portions of all attached family dwellings therein as well as the lawns, shrubs, trees, plants, streets, and sidewalks within said residential subdivision.

C. Maximum Monthly Assessment

HOMEOWNERS' ASSOCIATION: (The assessment which is imposed herein shall apply to all lot owners within Shadow Run).

The Board of Directors may fix the annual assessment in an amount to be paid in monthly installments in such amounts as may be necessary to maintain the property and to pay the expenses of the Association which shall include, but not be limited to, the cost of maintaining the Common Area and the cost of street lighting.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, repair or replacement of a capital improvement upon their Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of vote of each class of members who are voting in person or by proxy at a meeting duly called for this shall apply to all lot owners within Shadow Run.

E. All Owners of residential lots shall belong to the Shadow Run Community Association, Inc., for the enjoyment of the Common Areas of Shadow Run.

The Shadow Run Community Association, Inc., will be responsible for the levy assessments to each lot owner within the Shadow Run lots. The amount levied cannot exceed the cost required to cover Common Area and pool maintenance within Shadow Run home sites, except as otherwise set forth herein. All roads and drainage facilities within Shadow Run shall be private and shall be maintained by the Homeowners' Association and all maintenance costs of said facilities shall be paid by the Association. All sewer and water lines within the right-of-way

shall be dedicated to Pasco County. Sanitary sewer and water lines from the property line to the home shall be maintained by the homeowner.

F. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION C AND D. Written notice of any meeting called for the purpose of taking any action authorized under Sections C and D shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all votes of each class of membership shall constitute a quorum.

G. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all of the Shadow Run lots and may be collected on a monthly basis or a yearly basis.

H. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES:  
The annual assessments provided for herein shall commence as to all lots on the first day of the month following the closing to Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot within the area at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the applicable Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate on a lot is binding upon the Association as of the date of its issuance.

I. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within fifteen (15) days after the due date shall bear

interest from the due date at a rate of eighteen (18%) percent per annum and to the extent permitted by law, a late fee of \$25.00 per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

J. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall affect not the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

18. GENERAL PROVISIONS:

A. ENFORCEMENT. The Association, or any owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

C. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land. The provisions hereof may be amended at any regular or special meeting of

the membership called in accordance with the By-Laws. Amendments may be proposed by the Board of Directors or by One-third (1/3) of the membership. Amendments shall be approved by two-thirds (2/3) of the voting interests of the Association present, in person or by proxy, at the meeting in which the amendment is considered. Notice of the text of all proposed amendments shall be provided in the notice of the meeting. Any amendment must be recorded in the Public Records of Pasco County, Florida in order to be effective.

19. WATERWELLS: Shallow-well type waterwells shall be permitted upon a lot solely for the purpose of watering and caring of plants, trees, lawns, flowers and the like. Any such well shall be neatly concealed, protected, safe, and shall be electrically operated, and shall comply with the codes of Pasco County.

20. POWER AND TELEPHONE SERVICE: All electric power lines and conduits, telephone cables, cable television conduits, and other utilities shall be run underground, if possible. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on the plat or replat, filed in the Public Records of Pasco County, Florida, are hereby reserved.

21. SPECIFICATIONS: All construction shall equal or exceed construction requirements as outlined in the Southern Standard Building Code and local building codes, zoning ordinances, and deed restrictions then in effect.

22. SWIMMING POOLS: No swimming pools may be constructed on individual lots.

23. GENERAL:

A. The ground grade or ground elevation of any portion of any lot may not be changed without the specific written consent of the Board of Directors.

B. No curb, drainage structure, water line, sewer line, or portion of any street shall be removed or altered for any purpose without the specific written consent of the Board of Directors.

C. Owners of respective lots shall be directly responsible financially to the Association or the proper authorities having jurisdiction for damage to the foregoing improvements resulting from the actions of employees or said owners or independent contractors furnishing labor and materials to or for said Owners.

D. No structure shall be erected, placed or permitted, and no alterations shall be made or permitted on the property which shall in any way hinder the surface or subsurface drainage of the property.

E. No noxious or offensive trade or commercial activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

F. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view.

G. Each lot whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, and unsightly growth such as tall grass and weeds or such as may be considered a fire hazard. All buildings, fences and walls shall be maintained in a good state of exterior repair. In the event that any Owner shall fail, neglect, or omit to maintain or keep clean any parcel or property in the manner herein provided, after having been notified by the Association to do so in writing addressed to such Owner at his last known address, then the Association may enter upon said premises but not into any residence for the purpose stated in said notice, and the expense of

carrying out such purpose shall be charged to the owner of such lot and shall become a lien thereon collectable and enforceable in the manner provided by law.

H. In order to more clearly set forth the maintenance and repair obligations of the owners and the Association as set forth herein, the following provisions shall be in effect.

Each Owner of a Lot located upon the Properties shall be initially responsible for exterior maintenance of the attached family dwellings located thereon. Said responsibility shall include painting and repair of walls; cleaning, repair and/or replacement of roofs; painting, repair and/or replacement of fences, sprinkler systems, lawns and shrubs and termite control and damage resulting therefrom.

The Board of the Homeowners Association shall have the authority to appoint an Architectural Control Committee (the "Committee") which shall have the responsibility of promulgating maintenance and repair schedules for all of the attached family dwellings located upon the Properties. The Committee shall have the further authority to promulgate rules concerning color and quality of paint and frequency of painting required; minimum standards and appearance requirements for roof cleaning, repair and replacement, including shingle type and roof design; rules concerning appearance and up keep of lawns and shrubs, including the power to limit or prohibit various types of noxious or unsightly vegetation; improvements upon the lots, such as lawn ornaments, satellite dishes and other structures and facilities, and, in general, to insure maintenance of the Properties in a first class manner. All said rules and regulations shall be made available to all owners of lots.

The Association shall obtain yearly inspections for each attached family dwelling for purposes of termite inspection. Owners of lots hereby agree to allow the Association or its agent access to said attached dwelling unit for purposes of termite inspection, which shall be

undertaken at the expense of the Association. If treatment or repair is required, it shall be the responsibility of the owner of the Lot as elsewhere described herein, and satisfactory proof of such treatment shall be provided to the Association.

In the event that an owner shall fail to maintain the Lot and the attached family dwelling located thereon in accordance with the requirements hereof, the Committee shall give the owner a warning, stating the work needed and give the owner thirty (30) days within which to cure the default. The Board may grant an extension of thirty (30) days upon request. If the default by the owner is not cured in accordance with the existing rules of the Committee, the Board shall have the authority to enter upon the Lot, and perform the work which may be necessary to cure the default. Said entry upon the lot by the Association or its agent shall not be deemed a trespass. The costs of such work shall become a charge against the Lot upon which the work is done, and shall be secured by a lien against the Lot and shall be the personal obligation of the owner thereof. The Association shall have the right to collect such charges in the manner provided as follows:

The assessments and charges described herein, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made. Each such charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the charge became due. All charges contemplated herein which are not paid within thirty (30) days after the due date shall bear interest at the highest rate allowed by law. The Association may bring an action against the Owner

personally obligated to pay the same, or foreclose the lien against the property.

The charges imposed herein shall be subordinate to the lien of any first mortgage.

In recognition of the fact that several attached family dwellings may need roof repair or painting, and that undertaking of roof repair or painting by only one owner may have an impact upon other owners within a particular group of dwellings, the owners thereof shall mutually agree as to allocation of the costs of the painting or roofing which needs to be undertaken. In the event that all owners in an affected group of attached family dwellings cannot agree, the Board shall have the authority to decide what work must be undertaken and allocate the costs thereof and the parties shall be conclusively bound by said decision.

In addition to all of the other rights afforded to the Association hereunder, it shall further have the ability to enforce the restrictions contained herein by levying a \$25.00 fine for the first offence and a \$50.00 fine for the next offense, with the terms hereof. All owners shall have the right to be informed of any infraction on their lot and be given thirty (30) days to cure the same prior to levying of a fine. Fines shall be collectible against a Lot and Owner in the manner provided herein. The Board shall have the power to adopt rules providing for a fining procedure and to allow for procedural due process.

24. These restrictions and limitations and covenants shall apply equally to all subsequent additions to Shadow Run, unless exceptions, additions, or modifications to these restrictions shall be filed contemporaneously with the filing for record of the plat for such subsequent additions.