

This instrument prepared by:
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DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
SHADOW WOODS ESTATES

THIS DECLARATION is made this 24 day of July, 2015, by SHADOW WOODS
LOTS, LLC, a Florida limited liability company, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the following described real property, to-wit:

**SEE EXHIBIT A ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF,**

being the real property described in Article II of this Declaration; and

WHEREAS, Developer desires to create on the real property a residential community to be
named SHADOW WOODS ESTATES; and

WHEREAS, Developer desires to ensure the attractiveness of the individual lots and community
facilities within SHADOW WOODS ESTATES and to prevent any future impairment thereof, to prevent
nuisances, to preserve, protect and enhance the values and amenities of the real property and to provide for
the maintenance of common areas and other community facilities; and, to this end, desires to subject the
real property described in Article II together with such additions as may hereafter be made thereto (as
provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter
set forth each and all of which is and are for the benefit of the real property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and
enhancement of the values and amenities in SHADOW WOODS ESTATES to ensure the residents'
enjoyment of the specific rights, privileges and easements in the community properties and facilities, to
create an organization to which shall be delegated and assigned the powers of owning, maintaining and
administering the community properties and facilities and administering and enforcing these covenants
and restrictions and collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, the SHADOW WOODS ESTATES HOMEOWNERS ASSOCIATION, INC., for the purposes of exercising the functions aforesaid within SHADOW WOODS ESTATES.

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which covenants and restrictions are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and which shall be binding on all parties having any right, title or interest in any of the hereinafter described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I **DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Articles" shall mean and refer to the Articles of Incorporation of the Association (as defined in paragraph 2 below).
2. "Association" shall mean and refer to the SHADOW WOODS ESTATES HOMEOWNERS ASSOCIATION, INC., and shall include in the context of acts of the Association, its officers, directors, employees and agents and independent contractors under contract with the Association, when such are acting for and pursuant to the authority or directives of the Association.
3. "Board" shall mean and refer to the Board of Directors of the Association.
4. "B.O.R." shall mean and refer to the Basis of Review promulgated by the Southwest Florida Water Management District for implementation of Florida Administrative Code §40D-4.
5. "Bylaws" shall mean and refer to the Bylaws of the Association.
6. "Committee" or "ACC" shall mean and refer to the Architectural Control Committee.
7. "Common Area" shall mean and refer to that portion or those portions of the Premises (as defined in paragraph 15 below), together with any Common Facilities (as defined in paragraph 8 below) from time to time existing thereon and all easements, rights and appurtenances thereto, intended for the mutual use, benefit or enjoyment of the Members (as defined in paragraph 13 below); and such additions, deletions or substitutions thereto as the Association may from time to time designate (by recording an amendment hereto) for the common use and enjoyment of the Members, pursuant to Article II hereof. The Common Area shall constitute portions of the Premises which are now or in the future shall be owned, controlled or maintained by the Association, or which is declared to be a Common Area by this Declaration or by an amendment thereto.

8. “Common Facilities” shall mean and refer to the parking areas, roadways, walkways, and open spaces and such other improvements or structures (including but not limited to retention areas, drainage structures, drainage easements and drainage facilities) from time to time or at any time located or constructed on the Common Area.

9. “Community Streets” means (i) “streets and roads”, as delineated on the plat for SHADOW WOODS ESTATES, and (ii) any other roads or streets from time to time within or serving the Premises that are owned by the Association and not dedicated to use by the general public.

10. “Developer” shall mean and refer to SHADOW WOODS LOTS, LLC, a Florida limited liability company, or any successor or assign of Developer that may undertake to develop real property in SHADOW WOODS ESTATES and who is designated by Developer, or any successor or assign of Developer, as successor Developer.

11. “Lot” shall mean and include parcels of land duly recorded and identified by a plat of subdivision, intended or designated for the construction thereon of one Private Single-Family Residence as herein defined.

12. “SHADOW WOODS ESTATES” shall mean and refer to all existing properties, including additions thereto, as are subject to this Declaration and any Supplemental Declaration under the provisions of Article II hereof.

13. “Member” or “Members” shall mean and refer to an Owner (as defined in paragraph 14 below) who holds membership in the Association pursuant to Article II.

14. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Private Single-Family Residence situated within SHADOW WOODS ESTATES, including, but not limited to, contract sellers prior to the passage of possession but excluding mortgagees and others having such interest only as security for the performance of an obligation.

15. “Premises” shall mean and refer to the real estate legally described in Article II of this Declaration (including all structures and improvements located and constructed from time to time thereon and all easements appurtenant thereto) and such other real estate or interests therein, or other property, as may be added thereto pursuant to Article II hereof.

16. “Private Single-Family Residence” or “Home” shall mean and refer to a private single family home or house constructed upon one or more of the building plots or Lots within SHADOW WOODS ESTATES.

17. “Rules and Regulations” shall mean those rules and regulations promulgated by the Association and governing the Premises as well as all Members and Owners, as same may be amended from time to time, which shall specifically include the Community Standards promulgated by the Association, as same may be amended from time to time.

18. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

19. "Supplemental Declaration" shall mean and refer to an instrument recorded in the Public Records of Hillsborough County, Florida, for the purposes of adding other and further real property to the governance of this Declaration, pursuant to Article II hereof.

ARTICLE II **PROPERTY SUBJECT TO THIS DECLARATION**

Section One. Real Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Hillsborough, State of Florida, and is more particularly described on EXHIBIT A attached hereto.

Section Two. Additions to Premises. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of SHADOW WOODS ESTATES and thereby to bring such additional properties within the jurisdiction of the Association. Only the Developer (or a successor Developer specifically designated by the Developer for such purposes) shall have the right to subject additional property to the jurisdiction of the Association; and any attempt to add other property to the governance of the Association or in any way to incorporate such property into SHADOW WOODS ESTATES shall be of no effect without the joinder and consent of the Developer, executed with the formalities of a deed and recorded in the Public Records of Hillsborough County, Florida. The additions herein authorized shall be made by filing of record one or more Supplemental declarations with respect to the properties to be the subject of this Declaration and which shall extend the jurisdiction of the Association to such properties and thereby subject such additions to Assessment for their just share of the Association's expenses. Each Supplemental Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; provided, however, any such supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected hereto.

Section Three. Mergers. With the consent of the Developer, upon a merger or consolidation of SHADOW WOODS ESTATES HOMEOWNERS ASSOCIATION, INC., with another homeowners' corporation (or similar organization) as provided in its Bylaws, its properties, rights and obligations may be transferred to another surviving or consolidated homeowners' corporation, or alternatively, the properties, rights and obligations of another homeowners' corporation may, by operation of law but only with Developer's consent, be added to the properties, rights and obligations of SHADOW WOODS ESTATES HOMEOWNERS ASSOCIATION, INC., as a surviving corporation pursuant to a merger. The surviving or consolidated homeowners' corporation or association may administer the covenants and restrictions established by this Declaration within the Premises together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation,

however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Premises except as hereinafter provided nor shall be of effect without Developer's consent.

ARTICLE III
AGREEMENT TO JOIN ASSOCIATION, MEMBERSHIP
AND VOTING RIGHTS

Section One. Membership.

1. Every person or entity who is the Owner of any Lot within SHADOW WOODS ESTATES shall be a member of the Association, subject to and bound by the Association's Articles, Bylaws, Rules and Regulations. The foregoing is not intended to include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, the members as to such Lot(s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two hereinbelow. Membership shall be appurtenant to and may not be separated from a Lot. When one (1) Single-Family Residence is constructed on two (2) or more Lots, the Owner of same shall be entitled to one Membership rate (as described below) for each whole Lot owned.

2. No membership or initiation fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, all Assessments, specifically including Individual Assessments and special assessments, levied upon each Member's Lot as specified in this Declaration, or the Bylaws, or as the Members of the Association may from time to time hereafter adopt.

Section Two. Voting and Voting Rights.

1. The Association shall have a single class of membership voting rights. Every Owner whose Lot is subject to Assessment shall be a member, and shall be entitled to one (1) vote for each Lot owned, but so long as Developer owns any Lot, Developer shall be deemed to have a minimum of one (1) vote in excess of the cumulative votes of Owners of all Lots not owned by Developer.

2. When two (2) or more persons hold an interest (other than leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than the number of votes hereinabove designated be cast with respect to any Lot.

3. Voting on all matters except the election of Directors shall be by voice vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on the particular matter. Where Directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

4. Unless this Declaration, the Articles, Bylaws or any law shall specify a greater vote, all Association matters requiring action by Members shall be decided by a majority of the votes cast at a duly

called meeting at which more than thirty percent (30.0%) of the votes which could be cast at such meeting, determined as aforesaid, are represented, in person or by proxy.

ARTICLE IV
GOVERNANCE OF THE ASSOCIATION

Section One. Board of Directors.

1. The Association shall be governed by its Board comprised of no fewer than three (3) nor more than five (5) persons (hereinafter "Directors") duly appointed or elected as provided herein and in the Articles and Bylaws.

2. After turnover of control of the Association by the Developer to the Members, as required by Florida law ("Turnover"), Directors shall be Members of the Association or spouses of Members. Until Turnover, Directors shall be appointed by the Developer. The Board shall direct and administer the Common Area and the Common Facilities in accordance with the terms and provisions of this Declaration, as well as in accordance with the Articles and Bylaws.

3. Until the date of the initial meeting of Members described hereinbelow, the Directors shall be three (3) in number, and shall consist of those directors named in the Articles of Incorporation and successors to said named directors designated from time to time by the Developer.

Section Two. Informal Action by Members. Any action required by this Declaration to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Members.

Section Three. Board Liability. None among the Board, its Directors, officers of the Association, nor the agents or employees of any of them (all of the above hereinafter referred to as the "Protected Parties") shall be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. Each Owner hereby agrees that the Association shall, and the Association hereby agrees to indemnify, hold harmless, protect and defend any and all of the Protected Parties from and against each claim, suit, loss, damage, cost and expense, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise of any such claim, etc., incurred in connection with any act or omission for which such Protected Party is exculpated from liability as provided in this Section. The Board shall assess each Owner for his share of the cost of the aforesaid indemnification, and such Assessment shall be collectible and enforceable in the mode and manner set forth in Article VI hereof. To the extent possible, the obligation of the Association and the Owners for indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

Section Four. Nonprofit Purposes of Association. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members, or on behalf of the Developer.

Section Five. Governing Law. Except as otherwise provided in this Declaration, the Association, its Board, officers and Members, shall be governed by Chapter 617, Florida Statutes.

ARTICLE V
PROPERTY RIGHTS IN COMMON AREAS, EASEMENTS

Section One. Members' Easements of Enjoyment. Subject to the provisions of Section Three below, every Member of the Association shall have a non-exclusive right and easement of enjoyment in and to the Common Areas and Common Facilities, and such easement shall be appurtenant to and shall pass with the title to every Private Single-Family Residence situated within SHADOW WOODS ESTATES.

Section Two. Title to Common Area. The Developer may retain the legal title to the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, and until such conveyance, Developer shall underwrite the maintenance of the Common Area to the extent Assessments from Members (as hereinafter defined) are insufficient for such purpose.

Section Three. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to limit the use of the Common Area and Common Facilities to Owners, their families and guests.
2. The right of the Association to suspend the voting rights of an Owner for any period during which any Assessment against his Lot remains unpaid, or for any infraction of the Association's published Rules and Regulations.
3. The right of the Association to dedicate or transfer all or any part of the Common Area 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 dedications or transfer shall be effective unless the Members entitled to at least a majority of votes in the Association are cast in favor of such dedication or transfer, provided that this paragraph shall not preclude the Board of the Association from granting easements for the installations and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities, and conservation upon, over, under and across the Common Area without the assessment of the membership when such easements are requisite for the convenient use and enjoyment of the Premises.
4. The right of the Developer to impose reasonable covenants and restrictions in respect to such Common Area and Common Facilities, in addition to those set forth therein at the time of conveyance of such Common Area to the Association and such covenants and restrictions will be incorporated by reference and made a part of this Declaration.

5. The right of the Association to levy Assessments as provided in this Declaration.
6. The rights of the Association and Developer reserved under this Declaration.
7. The right of the Association to change, improve or modify the Common Area and to mortgage or otherwise encumber the same, or any portion thereof, to secure any indebtedness or obligation of the Association, whether or not the proceeds of such mortgage or encumbrance shall be used for the improvement of the Common Area.
8. The right of the Association to control parking and traffic flow in the Common Area by Rules and Regulations, including the right to prohibit parking on the streets and roadways of the Premises.
9. The right of the Association or the Developer (but not the obligation) to repair, maintain or replace any fences or walls erected by the Association or the Developer along the property line of the Premises, for which an easement of ingress and egress across the Premises for such purpose is hereby created and granted to the Association and the Developer.

Section Four. Extension of Rights and Benefits. Every Member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within the Premises and to such other persons as may be permitted by the Association. The Developer shall have the right to extend the rights of enjoyment and use and easements vested in him to its guests and invitees, including but not limited to potential purchasers of all or portions of the Premises.

Section Five. Utility Easements. Developer, for itself and its grantees, legal representatives, successors and assigns, hereby reserves a reasonable easement, privilege, and right on, over, under and through 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 purposes or for the installation, maintenance, transmission, and use of electricity, cable for television reception, security systems, telephone, gas, lighting, heating, water, drainage, sewer and other convenience or utilities on, in, over and under all of the easements and rights-of-way shown on or referred to in the plat (whether such are shown on the plat to be for drainage, utilities or other purposes). Developer shall have the unrestricted and sole right and power of alienating, encumbering and releasing the privileges, easements and rights referred to in this Section. The Owner of the Lot or Lots, subject to the privileges, rights and easements in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the plat, shall remain private easements and the sole and exclusive property of Developer, its grantees, legal representatives, successors and assigns, including, but not limited to, the Association.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow of drainage channels in the easement.

Section Six. Access Easement. The Association and the Developer, and each of them, are hereby granted and reserved perpetual non-exclusive easements through, over and across the Common Area and so much other of the Premises (including specifically, the Lots) as shall be necessary for the purposes of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by them pursuant to any provisions of this Declaration.

Section Seven. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Lot shall encroach upon another Lot by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual non-exclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves, and other protrusions onto an adjacent Lot.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section One. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot within SHADOW WOODS ESTATES by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges prorated for the number of days Owner has title in the year of conveyance; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; (3) stormwater management assessments for the costs of maintenance, repair and operation of the Stormwater Management System, mitigation areas and preservation areas, including but not limited to work, repairs, and improvements within retention areas, drainage structures and drainage easements, and (4) individual assessments levied against specific Owners and/or Lots based upon maintenance, repair, replacement, additions or other obligation of the Owner not timely managed, corrected, remedied, repaired, satisfied or paid, in the Association's sole and absolute discretion ("Individual Assessment"). The annual assessments, special assessments, stormwater management assessments and Individual Assessments may be referred to individually or collectively herein as "Assessments". All Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. If a Single-Family Residence is constructed on more than one (1) Lot, Assessments shall be charged against each such Lot.

Section Two. Purpose of Assessments. The Assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes may include maintenance, landscaping, security and beautification of the Common Area. Common Area may include public or other lands designated by the Developer and/or the Association. Funds may also be used to provide other services for the Members to promote the health, safety and welfare of the residents of SHADOW WOODS ESTATES, and in particular for the acquisition, improvements and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area and Common Facilities, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the

payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

Section Three. Exempt Property. The Assessments, charges and liens created under this Article shall not apply to the Common Area or to Lots owned by the Developer so long as the Developer owns any Lot. Any Lot which Developer may hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the Assessments and charges created herein so long as such Lot is not thereafter used as a Private Single Family Residence. In addition, all property dedicated to and accepted by a local or state public authority, all land granted to or used by a utility company, all properties owned by a charitable or nonprofit organization, and all property set aside or dedicated for conservation purposes shall likewise be exempt therefrom.

Section Four. Maximum Annual Maintenance Assessment. Until December 31, 2016, the maximum annual maintenance assessment shall be Three Thousand and No/100 Dollars (\$3,000.00) per Lot irrespective of whether the assessed Lot is covered by this Declaration or as an "addition" as provided for by Article II, Section Two; provided, however, such sum may be increased by an amount necessary to offset the additional costs of mowing and maintaining lawns of Private Single Family Residences if the Association elects to undertake such activity. From and after January 1, 2017 the annual assessment may be increased by the Board to an amount which will be sufficient, in the judgment of the Board, to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year; provided, however, in no event shall the annual assessment as adjusted by the Board increase by more than twenty-five percent (25.0%) of the amount of the annual assessment for the immediately preceding calendar year (including increases for lawn maintenance, as aforesaid) without the consent and assenting vote of sixty percent (60.0%) of the total votes of the Association.

Section Five. Assessment Rate. Excepting exempt property, both annual assessments, special assessments and stormwater management assessments for the Lots shall be fixed at uniform rates.

Section Six. Notice and Quorum for any Action Authorized Under Sections Four and Five. Written notice of any meeting called for the purpose of taking any action authorized under Sections Four and Five of this Article shall be sent to all Members not less than ten (10) days or more than sixty (60) days in advance of the meeting.

Section Seven. Effect of Non-Payment of Assessment; remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lower of eighteen percent (18.0%) per annum or the highest rate permitted by law. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the Assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such Assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section Eight. Subordination of Non-Payment of Assessment; Remedies of the Association. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages

now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. The term mortgage or mortgages shall include deed of trust or deeds of trust.

Section Nine. Developer Excused From Assessment. Developer hereby agrees that, for so long as Developer is in control of the Association, Developer shall pay any operating expenses of the Association that exceed the Assessments receivable from other Members and other income of the Association. For so long as these conditions continue, Developer shall be excused from payment of its share of the operating expenses and Assessments related to its Lots and Parcels.

ARTICLE VII

MAINTENANCE BY THE ASSOCIATION

Section One. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas and Common Facilities, including all improvements placed thereon.

Section Two. Landscape Maintenance. Notwithstanding any other provision in this Declaration to the contrary, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot, including without limitation, sod, irrigation, yards, grass, shrubs, trees, mulch, or any other landscaping. The record title Owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation and all landscaped areas and other improvements within any portion of the Lot. Any such repair, replacement and maintenance shall be consistent with the standards set forth in this Declaration, or, as otherwise determined by the ACC.

Section Three. Adjoining Areas. Except as otherwise provided herein, the Association shall not maintain those drainage areas, swales, lake maintenance easements, lake slopes and banks, and landscape areas that are within the Common Facilities.

Section Four. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful act(s) of any Owner or persons utilizing the Common Areas with, through or under an Owner, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not with limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior, written approval of the Association. Further, an Owner shall be responsible for all costs of maintenance, repair, or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair or construction is necessitated by the negligent or willful acts of an Owner or such Owner's guests or invitees.

Section Five. Right of Entry. Developer and the Association are granted a perpetual and irrevocable easement over, under and across all of SHADOW WOODS ESTATES for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to

perform. Without limiting the foregoing, the Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of SHADOW WOODS ESTATES if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

Section Six. Maintenance of Property Owned by Others. The Association shall, if designated by the Developer (or by the Association after Turnover) by amendment to this Declaration or any document of record, maintain landscaping, irrigation systems, community identification/features and/or other areas or elements designated by the Developer (or the Association after Turnover) upon areas that are within or outside of SHADOW WOODS ESTATES. Such areas may abut, or be approximate to, SHADOW WOODS ESTATES, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (by way of example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

ARTICLE VIII
MAINTENANCE BY OWNERS, USE RESTRICTIONS COVENANTS AND CONDITIONS

The Board of Directors of the Association shall have the responsibility of enforcing the restrictions set forth in this Article. The following use restrictions, covenants and conditions shall apply to each and every Lot now or thereafter subjected to this Declaration, except for any Lots owned by the Developer, and each Owner must comply with the following:

Section One. Maintenance by Owners. All Lots and Homes, whether such property be improved or unimproved, including without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of SHADOW WOODS ESTATES by the record title Owner of each applicable Lot. Each Owner is specifically responsible for maintaining all grass, landscaping, improvements and paved surfaces within any portion of a Lot. No tree installed by the Developer on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing SHADOW WOODS ESTATES. If any such tree dies, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter. No other objects or landscaping may be installed in place of any such trees. In the event Lots and/or Homes are not maintained by the record title Owner of the Lot, in accordance with the requirements of this Article, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

1. Right of the Association to Enforce. Developer hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Declaration. In the event that an Owner does not comply with this Article, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Article, and this Declaration, by all necessary legal action. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Article, or this Declaration, it shall be entitled to recover all of its reasonable costs and attorneys' fees, at trial and upon appeal.

2. Landscape Maintenance Standards. The following maintenance standards (collectively, the "Landscape Maintenance Standards") apply to landscaping within all Lots:

- (a) Trees. Trees are to be pruned as needed and maintained with the canopy no lower than eight (8) feet from the ground.
- (b) Shrubs. All shrubs are to be trimmed as needed.
- (c) Grass.
 - i. Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.
 - ii. Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.
 - iii. St. Augustine Grass. Only St. Augustine grass (i.e., Floratam or a similar variety) is permitted in the front and side yards, including side yards facing any street.
- (d) Mulch. Mulch shall be replenished as needed on a yearly basis.
- (e) Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the County code or SWFWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia, and, if such grass dies, may only be replaced with Bahia.
- (f) Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to the Best Management Practices as provided by the County Extension Services (if any) or The University of Florida IFAS Extension.
- (g) Irrigation. Watering and irrigation, including the maintenance, repair and replacement of irrigation facilities and components will be the sole responsibility of the record title Owner of the respective Lot. Lots shall be consistently irrigated to maintain a green

and healthy lawn at all times. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. Automatic sprinkler systems shall not cause water to run only any neighboring Lots, walkways, streets or the like and shall include a timing system to limit the hours of operation, which shall be consistent with any city or county restrictions. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation,

- (h) Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.
- (i) Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

3. Landscaping and Irrigation. The following provisions shall relate to all Lots within SHADOW WOODS ESTATES:

- (a) Every Owner shall be required to irrigate the grass and landscaping located on their Lot in a routine and ordinary manner, as may be permitted by SWFWMD and/or County regulations, and, shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot.
- (b) Without the prior written consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from SHADOW WOODS ESTATES and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole and absolute discretion, considers detrimental or potentially detrimental to a person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Stormwater Management System.
- (c) No landscape lighting shall be installed by any Owner without the prior written approval of the ACC.

4. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

5. Paved Surfaces. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway, walkways, sidewalks, including without limitation any brick pavers, and other paved surfaces comprising part of any Lot. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway, walkways, sidewalks, and other paved surfaces in the event that such Owner fails to make the require repairs, together with interest at the highest rate allowed by law.

6. Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Developer and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEWS, TOXINS, AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DEVELOPER FROM ANY AND ALL LIABILITY RESULTING THEREFROM.

7. Water Mains. In the event the County or any of its subsidiaries, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's sole cost and expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement and compliance of this Section, it shall be entitled to recover all of its reasonable costs and attorney's fees at trial and upon appeal. Each Owner grants the Association an easement over and across its Lot or purposes of ensuring compliance with the requirements of this Section.

8. Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of their respective Home. Exterior walls are improved with a finished material composed of stucco or cementitious coating (collectively, "Stucco/Cementitious Finish"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes crating minor hairline cracks in the outer later of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area(s). In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e., window, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and

repaint those affected areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section, and they should be completed in a timely manner to prevent any damage to the Home.

Section Two. Use Restrictions.

1. Alterations and Additions. No Material alteration, addition or modification to a Lot or a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC, as required by this Declaration.

2. Animals. No animals of any kind shall be raised, bred, or kept within SHADOW WOODS ESTATES for commercial purposes. Owners may keep domestic pets as permitted by County ordinance or otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash at all times. No pets shall be permitted outside of a Home unless such pet is kept on a leash or within the enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. 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 such notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be solely responsible for the activities of its pet(s).

3. Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved in writing by the ACC.

4. Vehicles. All operators of motor vehicles shall comply with all laws of the State of Florida applicable to public or private roadways while operating motor vehicles upon the roadways located within the Premises. Owners shall be responsible for the conduct of their guests and invitees in abiding with this Section. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Developer or its agents.

(a) Parking. Owner's automobiles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. To the extent SHADOW WOODS ESTATES has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business or for the purpose of transporting goods, equipment and the like, shall be parked in SHADOW WOODS ESTATES except during the period of a delivery of goods or services.

(b) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on SHADOW WOODS ESTATES for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within SHADOW WOODS ESTATES, except in the garage of a Home. No vehicles

shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

- (c) **Prohibited Vehicles.** No commercial vehicle, limousine, recreational vehicle, boat, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within SHADOW WOODS ESTATES except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or sport utility vehicles (i.e., Bronco, Blazer, Explorer, Expedition, Navigator, Suburban, Tahoe, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks attached to such vehicles shall be considered "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view or anywhere within SHADOW WOODS ESTATES. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police vehicles), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No ATV or mini motorcycle may be parked or stored within SHADOW WOODS ESTATES, including any Lot, except in the garage of a Home.
- (d) **Towing.** Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, or, in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to any Lot irrevocably grants to the Association and its designated towing service the right to enter upon a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to any Lot, the Owner provides the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

5. **Casualty Destruction to Improvements.** In the event that any Home or other improvement located upon any Lot is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair same in accordance with this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage,

6. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Private Single Family Residence, sale or re-sale of other property owned by the Developer, administrative offices of the Developer, no commercial or business activity shall be conducted within SHADOW WOODS ESTATES, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within SHADOW WOODS ESTATES. No solicitors of a commercial nature shall be allowed within SHADOW WOODS ESTATES, without the prior written consent of the Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Turnover by the Developer, the Association shall not permit any garage sales without the prior written consent of the Developer.

7. Completion of Sales and Homes. No person or entity shall interfere with the completion and sale of any Lot and/or Home within SHADOW WOODS ESTATES. WITHOUT LIMITING THE FORGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITTED BY THE FOLLOWING RESTRICTIONS; PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN SHADOW WOODS ESTATES AND THE RESIDENTIAL ATMOSPHERE THEREOF.

8. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of SHADOW WOODS ESTATES without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 10th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Lots or excessive travel through SHADOW WOODS ESTATES). Except as otherwise provide in Section 720.304(2)(b), Florida Statutes (2014), and, subject to the requirements of such provision, no flag poles are permitted without the written approval of the ACC.

9. Disputes as to Use. If there is any dispute as to whether the use of any portion of SHADOW WOODS ESTATES complies with this Declaration, such dispute shall, prior to the Turnover by the Developer, be decided by the Developer, and, thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding upon all persons concerned.

10. Drainage System. Drainage systems and drainage facilities may be a part of the Common Facilities and/or Lots. Once drainage systems or drainage facilities are installed by the Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Lot shall be the responsibility of SWFWMD; however, neither the Developer nor the Association shall have any responsibility for landscaping maintenance and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of this Declaration. In the event that such system or facilities

(whether comprised of swales, pipes, pumps, water body slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair and/or maintain such drainage system and/or facilities shall be the responsibility of the record title Owner of such Lot containing all or part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

11. Extended Vacation and Absences In the event a Home will be unoccupied for an extended period of time, the Home must be prepared prior to departure by (i) removing all removable furniture, plants and other objects from the outside of the Home, and (ii) designating a responsible firm or individual to care for the Home, should such Home suffer from damage or require attention, and, providing a key to that firm or individual. Neither the Association nor the Developer shall have any responsibility of any nature relating to any unoccupied Home.

12. Fences / Walls / Screens. No walls or fences shall be erected or installed without the prior written consent of the ACC. The ACC may permit Owners to install fences up to six feet (6'). No chain link fencing of any kind shall be allowed within SHADOW WOODS ESTATES. Fences shall not be installed flush to the ground so that drainage will be blocked or adversely affected in any way. All fences must be in compliance with the standards set by the Association and the ACC. Due to SWFWMD's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. In the event a fence is installed within a drainage easement area, with the prior written approval of the ACC, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. In addition to ACC approval, the Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the standards promulgated by the Association. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

13. Fuel Storage. No fuel storage shall be permitted within SHADOW WOODS ESTATES, except as may be necessary or reasonably used for swimming pools, spas, barbeques, fireplaces or similar devices.

14. Garages. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

15. Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside of the Home of Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the

requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside of the Home for pick-up earlier than 7:00 p.m. on the day preceding the scheduled pick-up and shall be removed the day of the pick-up.

16. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside of a Home shall be of a type as approved in writing by the ACC and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style shutters may not be left closed during hurricane season (or any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event or an anticipated storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

17. Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within the Owner's Lot. Developer may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

18. Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2014), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided; however, that any such clotheslines shall be removed when it is not in use as a clothesline.

19. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of SHADOW WOODS ESTATES. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of SHADOW WOODS ESTATES shall be the same as the responsibility for maintenance and repair of the property concerned.

20. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be rented or leased on any basis whatsoever. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one-hundred eighty (180) days, and, no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by

legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations, and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a Private Single-Family Residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as any Home is leased, the Owner of such Home shall not enjoy the privileges of the Common Areas appurtenant to such Home. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses relating to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests or invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, the Common Areas, or otherwise described in this Declaration; provided that the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or, give the Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. In addition to all rights provided by applicable Florida law, the Association does hereby specifically reserve all rights provided by Section 720.3085(8), Florida Statutes (2014).

21. Mailboxes and Lampposts. No mailboxes or lampposts shall be installed on any Lot without prior written consent of the ACC. The ACC shall have the right to require that all mailboxes and/or lampposts shall be of one particular type or design specified by the ACC so long as such designation, as it relates to mailboxes, meets the rules and regulations of the United States Postal Service.

22. Minor's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children at all times in and about SHADOW WOODS ESTATES. Neither Developer nor Association shall be responsible for any use of the Common Areas, by anyone, including minors.

23. Nuisances. No nuisance or any use of practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of SHADOW WOODS ESTATES is permitted. No firearms shall be discharged within SHADOW WOODS ESTATES. Nothing shall be done or kept within the Common Areas, or any other portion of SHADOW WOODS ESTATES, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

24. Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

25. Paint. The exterior of the Homes located within SHADOW WOODS ESTATES shall be repainted within sixty (60) days notice by the ACC to the Owner of the applicable Lot.

26. Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of SHADOW WOODS ESTATES, which is unsightly or which interferes with the comfort and convenience of others.

27. Removal of Soil and Additional Landscaping. Without the prior written consent of the ACC, no Owner shall remove soil from any portion of SHADOW WOODS ESTATES, change the level of the land within SHADOW WOODS ESTATES, or plant landscaping which results in any permanent change in the flow and drainage of surface water within SHADOW WOODS ESTATES. Owners may place additional plants, shrubs, or trees within any portion of SHADOW WOODS ESTATES within their respective Lots with the prior written approval of the ACC.

28. Swimming Pools. No above-ground pools shall be permitted within SHADOW WOODS ESTATES. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction, (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without the express written approval of the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by the Developer, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within SHADOW WOODS ESTATES or adjoining properties.

29. Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ACC to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk.

30. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aeriels, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval of the ACC. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of SHADOW WOODS ESTATES. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance and use

of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

31. Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of SHADOW WOODS ESTATES, including without limitation, any Home, Lot or vehicle that is visible from the outside; provided, however that any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida, and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flag(s) may not exceed four and one-half (4 ½) by six (6) feet. Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half (4 ½) by six (6) feet, and, may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning, setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration.

Developer is exempt from the provisions of this Section; provided, further, that Developer specifically reserves the right, for itself and its agents, employees, nominees and assigns, the right, privilege and easement to construct, place and maintain upon any portion of the Premises such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

32. Sports Equipment. No recreational, playground, or sports equipment shall be installed or placed within or about any portion of SHADOW WOODS ESTATES without the prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

33. Storage. No temporary or permanent utility or storage shed, building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

34. Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other developmental orders or

development permits applicable to SHADOW WOODS ESTATES, without the prior written approval of the Developer, which may be granted or denied in the Developer's sole and absolute discretion.

35. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of SHADOW WOODS ESTATES or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

36. Swimming, Boating and Docks. Swimming is prohibited within any of the water bodies within the boundaries of SHADOW WOODS ESTATES. Boating and personal watercraft are also prohibited.

37. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its guests, tenants and invitees.

38. Visibility of Corners. Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs, or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

39. Wells and Septic Tanks. No individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

40. Window Treatments. Within thirty (30) days of the conveyance of title to a Home to an Owner, such Owner shall install drapes, curtains, blinds, or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and, no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, towelings, newspaper, aluminum foil, cardboard or other similar temporary covering.

41. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

Section Three. General Restrictions and Conditions.

1. One private, single family residence may be erected per Lot in SHADOW WOODS ESTATES, except as otherwise provided herein. The single family dwelling shall have no less than 2,500 square feet of living area excluding screened areas, patios and garages. All structures must be built of new and durable materials. Exterior walls of all buildings shall be architecturally finished (ex. painted, stuccoed, stained wood, bricked, etc.).

2. Lots may not be subdivided. Mobile homes, modular homes, and manufactured homes are not allowed to be erected or constructed upon any Lot.

3. Each Owner shall observe all governmental building codes, health requirements, zoning restrictions, and regulations applicable to his or her parcel. In the event of a conflict between restrictions, the most restrictive provision shall apply. All dwellings must comply with front, rear and side setback requirements as established by applicable County ordinance.

4. It shall be the responsibility of each Owner at the time of construction of any building, residence or structure to comply with the construction plans approved and on file with the Southwest Florida Water Management District ("SWFWMD") or its successor, as part of the Stormwater Management System for developer of the Premises, pursuant to Chapter 40D-4, Florida Administrative Code ("FAC") as same is amended from time to time.

5. No Owner of any Lot or any portion of the Premises within SHADOW WOODS ESTATES may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision unless prior written approval is received from SWFWMD.

6. No Owner of any Lot or any portion of the Premises may undertake any roadway improvements within SHADOW WOODS ESTATES SHADOW WOODS ESTATES unless prior, written authorization or notification of exemption is received from SWFWMD.

7. Each Owner within SHADOW WOODS ESTATES at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with SWFWMD.

8. No net encroachment into the floodplain, up to that encompassed by the 100-year event, EL.66.00 which will adversely affect either conveyance, storage, water quality or adjacent lands will be allowed. Any required compensating storage shall be equivalently provided between the SHW level and the 100-year flood level to allow storage, function during all lesser flood events.

9. All structures must be of permanent character. Trailers, tents or shacks may not be erected or placed on any Lot.

10. All deeds pertaining to the sale, transfer, lease encumbering or other disposition of a Lot or any portion of the Premises shall specifically contain a reference to the same being subject to this Declaration, as same may be amended and/or supplemented from time to time.

11. Invalidation of any one or more of these covenants, conditions, restrictions and/or easements by judgment or court order in any other manner shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

12. These covenants, conditions, restrictions and easements may be amended by the Developer so long as the Developer owns at least one (1) Lot, or more, in the subject property, or by the written consent of the Owners of a majority of Lots in the subject property. Amendment by a majority of Lots cannot be valid, however, if Developer still owns any Lot in the subject property, unless Developer consents thereto. Such amendment shall become effective when duly executed and recorded in the Public Records of Hillsborough County, Florida. No such amendment, however, shall invalidate any action properly taken pursuant to this Declaration, nor shall terminate or modify in any manner or affect any rights reserved herein to Developer.

13. The absolute right and discretion is hereby reserved to Developer, for so long as Developer owns any Lot(s), to grant variances from the obligations of this Declaration in cases where not to grant such variance would create hardship in the sole opinion of the Developer or where such variances would be in keeping with the spirit and intent of these covenants, conditions, restrictions and easements, or would be such as to not adversely affect any neighboring Owners or the Premises as a whole. Such variances, if granted, shall be granted upon application of the Owner of any Lot, in writing, and be strictly complied with by the applicant. All such variances shall be executed with the formalities of a deed, and recorded in the Public Records of Hillsborough County, Florida, to become effective.

14. Any person who brings legal action to enforce any of these covenants and restrictions shall be entitled to recover the costs and reasonable expenses of such proceedings together with the reasonable attorneys' fee and costs to bring such action if such person is the prevailing party in such action. The Developer may enforce these covenants, conditions, restrictions and easements, however, in no event should the Developer be obligated to do so.

ARTICLE IX
ARCHITECTURAL CONTROL COMMITTEE

Section One. Architectural Control Committee. The Architectural Control Committee ("ACC") shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to SHADOW WOODS ESTATES. The ACC shall consist of a minimum of three (3) members who shall initially be named by the Developer and who shall hold the office at the pleasure of the Developer. Until the Turnover, Developer shall have the right to change the number of members on the ACC, and, to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairperson and co-chairperson. In the event of the failure, refusal, or inability to act of any of the members appointed by the Developer, the Developer shall have the right to replace any member within thirty (30) days of such occurrence. If the Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Turnover, the Board shall have the same rights as the Developer with respect to the ACC.

Section Two. Membership. There is no requirement that any member of the ACC be a member of the Association.

Section Three. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of SHADOW WOODS ESTATES. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping and improvements within SHADOW WOODS

ESTATES by Owners. The ACC shall have the right to evaluate and review all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may impose standards for construction and development which may be greater or more strict than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Turnover, any additional standards or modification of existing standards shall require the consent of the Developer, which may be granted or denied in the Developer's sole and absolute discretion.

Section Four. Master Plan. Developer has established an overall master plan for SHADOW WOODS ESTATES; however, notwithstanding the above, or any other document, brochure, or plan, Developer reserves the right to modify the master plan or any site plan at any time as it deems desirable in its sole and absolute discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER MAY PRESENT TO THE PUBLIC OR TO OWNERS CERTAIN RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES OR OTHER PAPERS RESPECTING SHADOW WOODS ESTATES, AND, SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES AND OTHER PAPERS ARE NOT A GUARANTEE OF HOW SHADOW WOODS ESTATES WILL APPEAR UPON COMPLETION, AND, THE DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY, IN DEVELOPERS SOLE AND ABSOLUTE DISCRETION.

Section Five. Community Standards. Each Owner, and their respective contractors and employees shall observe and comply with the Community Standards which may now or hereafter be promulgated by the Developer or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Turnover, Developer shall have the right to approve the Community Standards, which approval may be granted or denied in the Developer's sole and absolute discretion.

Section Six. Quorum. A majority of the members of the ACC shall constitute a quorum to transact business at any meeting of the ACC. The action of a majority present at a meeting at which quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

Section Seven. Powers and Duties of the ACC. No improvements shall be constructed upon any Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvement erected, removed, planted, or installed upon any Lot, nor shall any material alteration to or any change, replacement, or alteration of the improvements as originally constructed by the Developer (visible from the exterior of a Home) be made until the plans and specifications showing the nature, kind, type, shape, height, materials, floor plans, color scheme, and the location of same have been submitted to the ACC, and, approved in writing by the ACC.

Section Eight. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change to an improvement, together with the required application(s) and other fee (s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC such site plans, plans and specifications for the proposed improvement, prepare and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, as reasonably requested and/or specified by the ACC.

2. In the event the information submitted to the ACC is, in the ACC's sole and absolute opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with such request.

3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole and absolute discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

5. In the event that the ACC disapproves any plans and specifications, the applicant may request a hearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless the applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

6. Upon final disapproval (even if the members of the Board and the ACC are the same) the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) day period after such meeting, then the plans and specifications shall be deemed disapproved. The decision of the ACC, or, if

appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

Section Nine. Alterations. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever to then existing improvements or the plans and specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of the original plans and specifications.

Section Ten. Variances. The Association, or the ACC, shall have the power to grant variances from any requirements set forth in this Declaration or the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

Section Eleven. Permits. Each Owner is solely responsible for obtaining any and all required building and other permits from all governmental authorities having jurisdiction.

Section Twelve. Construction Activities. The following provisions govern construction activities by Owners after written consent and approval of the ACC has been obtained, as required herein:

1. Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in SHADOW WOODS ESTATES shall be maintained in a neat and orderly condition through construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas within SHADOW WOODS ESTATES shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in SHADOW WOODS ESTATES and no construction materials shall be stored in SHADOW WOODS ESTATES, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited into a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waster or toxic materials shall be stored, handled and used, including without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state, and local statutes, regulations, and ordinance, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of their respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount as deemed acceptable and appropriate to the ACC, in its sole and absolute discretion.

2. There shall be provided to the ACC, if requested, a list (names, address, telephone number and identity of contact person) of all contractors, subcontractors, material men and suppliers (collectively, "Contractors") and changes to the list as they occur, relating to construction activities within SHADOW WOODS ESTATES. The ACC shall have the right to require that each Contractor's employee's check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

3. Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days notice and opportunity to cure, the ACC shall have, in addition to all other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services within SHADOW WOODS ESTATES.

4. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within SHADOW WOODS ESTATES. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted into all contracts relating to construction within SHADOW WOODS ESTATES and each Owner shall be responsible for including same therein.

Section Thirteen. Inspection. There is specifically reserved to the Association and the ACC and any agent or member of either of them, the right of entry and inspection upon any portion of SHADOW WOODS ESTATES at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

Section Fourteen. Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand by the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and reasonable attorneys' fees at all levels, including appeals, collections, and bankruptcy, incurred by the Association or the ACC. The costs shall be deemed an Individual Assessment and shall be enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

Section Fifteen. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvements or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover its reasonable attorneys fees, court costs and expenses at all levels, including appeals, collections, and bankruptcy, in connection therewith.

Section Sixteen. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association and/or the ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcements remedies.

Section Seventeen. Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by anyone other than Developer, or its designees, the Owner shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or

members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Article.

Section Eighteen. Exemption. Notwithstanding anything herein to the contrary, or in the Community Standards, any improvements of any nature made or to be made by Developer, including without limitation, improvements made or to be made to the Common Areas or to any Lot, shall not be subject to the review and/or approval of the ACC, the Association, or the provisions of this Declaration or the Community Standards.

Section Nineteen. Exculpation. Developer, the Association, the Directors or Officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any one of them, shall not be liable for any cost or damage claimed by or incurred by any Owner or any other party whatsoever due to any mistake in judgment, negligence or any action of Developer, the Association or the ACC, or their respective members, officers or directors, in connection with the approval or disapproval of any plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns, by acquiring title to a Lot, that it shall not bring any action or suit against Developer, the Association or their respective directors or officers, the ACC or their members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, the Association, or ACC or their respective members, officers or directors in connection with the provisions of this Article. The Association does hereby indemnify, defend and hold Developer and the ACC, and each of their respective members, officers, and directors, harmless from all costs, expenses and liabilities, including attorneys fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, the ACC or their members, officers and directors. The Developer, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in the plans or specifications of the failure of same to comply with applicable laws or code, nor for any defects in any improvement constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE X **ENFORCEMENT**

Section One. Right to Cure. Should any Owner do any of the following:

1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of this Declaration including, without limitation, any provision herein benefitting SWFWMD;
2. Cause any damage to any improvement or any Common Area;
3. Impede the Developer or the Association or the ACC from exercising its rights or performing its responsibilities hereunder;
4. Undertake unauthorized improvements or modifications to a Lot of Common Areas;
5. Impede Developer from proceeding with or completing the development of SHADOW WOODS ESTATES, as the case may be; the Developer and/or the Association, where applicable, after

reasonable prior written notice shall have the right, through its agents and employees, to cure the breach, including but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

Section Two. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or the Association shall notify the Owner of the violation, in writing, and provide a reasonable opportunity to cure. If such violation is not cured as soon as practicable, and in any event within seven (7) days after the date of such written notice, the party entitled enforce same may, at its option:

1. Commence an action to enforce the performance on the part of the Owner, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
2. Commence an action to recover damages; and/or
3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees at all levels including appeals, collections, and bankruptcy shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

Section Three. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

Section Four. Rights Cumulative. All rights, remedies, and privileges granted to the Developer, the Association, or to the ACC, pursuant to any terms, provisions, covenants, or conditions of this Declaration, or the Community Standards, shall be deemed to be cumulative, and the exercise of any one of more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights, privileges as may be granted or as it might have by law.

Section Five. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or the Community Standards may be enforced by Developer and/or, where applicable, Owners, and/or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. The expense of any litigation to enforce the provisions of this Declaration or the Community Standards shall be borne by the person against whom enforcement is sought, provided

such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation or repair of the Stormwater Management System.

Section Six. Fines and Suspension. The Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines not to exceed the maximum amounts permitted pursuant to Section 720.305(2), Florida Statutes (2014), against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefitting SWFWMD.

1. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped at any amount.

2. A fine or suspension may not be imposed without notice of same at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violating Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child or sibling of an officer, director, or employee. If the Violations Committee does not, by a majority vote, approve a fine or suspension, the same may not be imposed. The notice of a violation shall be in writing and delivered to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors.

3. The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

4. The Violations Committee may impose a fine against the Owner in the amount of One Hundred and No/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) calendar days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and, the fine shall further be lienable to the extent otherwise permitted by applicable Florida law.

ARTICLE XI
SURFACE WATER AND STORMWATER MANAGEMENT SYSTEMS

1. The Association shall maintain, as part of the Common Areas and/or Common Facilities, drainage structures for the properties and comply with conditions of the permits from SWFWMD for the Surface Water Management System. The Association, shall, when requested by Developer, accept transfer of the SWFWMD permit for the development. The conditions may include monitoring and record keeping schedules, and maintenance. The Association is responsible for maintenance, operation, repair and replacement of Common Areas and/or Common Facilities, the Stormwater Management System, and, the Surface Water Management System, in perpetuity. Maintenance of the Stormwater Management System, and, the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by SWFWMD. The Association shall be responsible for such maintenance and operation, and, shall levy and collect adequate assessments against the Members of the Association for the costs of maintenance and operation of the Stormwater Management System, and, the Surface Water Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by SWFWMD. Notwithstanding any other provisions of this Declaration to the contrary, the Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas each year until the District determines that the mitigation area(s) is successful in accordance with the Environmental Resource Permit for the Property.

2. The Association shall be solely responsible for all wetland mitigation monitoring, as same may be required by the Environmental Resource Permit and it shall be the Association's responsibility to complete such wetland mitigation monitoring successfully, including meeting all conditions associated with mitigation maintenance and monitoring.

3. The Association shall maintain, as part of the Common Areas and/or Common Facilities, any areas designated on the Properties as mitigation areas for wetlands and other preservation areas, including but not limited to work, repairs and improvements within retention areas, drainage structures and drainage easements. The Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates.

4. It shall be the responsibility of each property Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD, and to comply with the requirements of B.O.R. subsection 2.6.2.2.5.

5. It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, City of Tampa Permitting Department and all other appropriate governmental entities.

6. Lot Owners are notified that this Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on this Property.

7. Any ponds or other water areas on Lots or otherwise within the Property are for the exclusive use of the Owners and occupants of those Lots on which such ponds are located, subject to any drainage easements that are part of the Plat or provided for herein. It is the exclusive right and obligation of the Association to maintain such ponds and water areas. The area(s) shown as wetland conservation easement on any recorded plat of the Property shall be left to remain and survive intact in its present (created or natural) condition, character and state. The disturbance in any manner of the existing (created or natural) condition, character and state of such areas, or the vegetation thereon, or the ecology, topography or bionomics thereof is hereby prohibited. It is the intention of Developer that these areas shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted by law. Notwithstanding the foregoing, Developer may change, disturb and affect such areas as permitted or required by law in the course of the development of the Property or Developer's other property, and upon completion of any such change, the then existing state and condition shall be deemed for the purposes of this paragraph, to be the present and existing condition, character and state thereof.

8. SWFWMD shall have the right to enforce this Article and the provisions of this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System, by a proceeding at law or in equity, (including the right of a civil action for injunction and/or penalties) against the Association to compel it to correct any outstanding problems with the Stormwater Management System and/or the Surface Water Management System Facilities.

9. Any amendment of this Article as to the protective covenants, or any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must receive prior written approval from SWFWMD to be effective. If a modification to the Environmental Resource Permit is required, as determined by SWFWMD, in its sole and absolute discretion, any amendment affecting the Stormwater Management System may not be finalized until such necessary permit modification is approved by the SWFWMD or the Association is advised by SWFWMD, in writing, that a modification is not necessary.

10. In accordance with SWFWMD requirements impervious construction on each lot is limited to a maximum of 10,000 square feet.

11. In accordance with SWFWMD requirements, the Environmental Resources Permitting ("ERP") Information Manual B.O.R. Section 2.6.2 of the B.O.R. are hereby incorporated into this Declaration by reference, as required pursuant to subsection 40D-4.101(1)(b), F.A.C. and Section K, of the ERP Application.

11. If the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System, and, the Surface Water

Management System Facilities, in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as required pursuant to Article XI of the Articles of Incorporation of the Association, and pursuant to B.O.R. subsection 2.6.2.2.4(h). Upon termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the SWFWMD prior to such termination, dissolution or liquidation.

ARTICLE XII **GENERAL PROVISIONS**

Section One. Binding Effect. The covenants, conditions and restrictions of this Declaration shall run with and bind the Premises and shall inure to the benefit of and be enforceable by the Association and/or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years after the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of twenty-five (25) years unless, prior to the end of such twenty-five (25) year periods, there shall be recorded in the Public Records of Hillsborough County, Florida: (a) an instrument modifying or abolishing any of the provisions hereof signed by the then Owners and their mortgagees representing seventy-five percent (75.0%) or more of the Lots which are subject to the provisions of this Declaration, and (b) a certification by the Association to the adoption by the Board of resolutions recommending such modification or abolition to the Members, and certifying to the adoption by vote of the Members of resolutions approving such recommendations at a meeting of the Members called and held in accordance with the Articles and/or Bylaws of the Association.

Section Two. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section Three. Notices. Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other person entitled to use or enjoy the Common Area, or any part thereof, shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known person who appears as a Member, Owner or other person entitled to notice, at the last known address for each such person, all as shown on the books and records of the Association at the time such notice is given. In the event that the Owner of any Lots should change (because of sale, gift, testamentary disposition or otherwise), the new Owner shall promptly notify the Association by delivering or mailing written notice of such change to the office of the Association.

Section Four. Enforcement. Enforcement by the Association or any aggrieved Owner of these covenants, conditions, restrictions and easements shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, restriction or easement, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by this Declaration; and failure by the Association (or by the Developer in its behalf) or 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.

Section Five. Severability. Invalidation of any one of these covenants, conditions, restrictions or easements or the application thereto to a specific circumstance by judgment or court order shall in no way affect any other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions rules upon as they apply to circumstances other than those expressly invalidated.

Section Six. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws, and the Articles shall take precedence over the Bylaws.

Section Seven. Lease Restrictions. Any lease entered into by an Owner with regard to his Lot shall contain a provision requiring that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and the Bylaws governing the Lot, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

Section Eight. Delegation and Assignability. Developer shall at all times and from time to time have the right to delegate to another person or entity any and all functions herein reserved to Developer. Further, notwithstanding any other provision contained herein to the contrary, Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the Premises, including the Common Area; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Developer set forth herein with respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Developer shall not be relieved of liability resulting from its failure to perform or negligent performance of its obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these covenants arising after such sale, transfer or conveyance.

Section Nine. Construction. The provisions of this Declaration shall run with the land (Premises), shall be binding upon all heirs, successors, and assigns of any interest in the Premises, and shall be liberally construed to effectuate its purposes of creating a uniform plan for the development and operation of the Premises.

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IN WITNESS WHEREOF, the undersigned has caused its signature and seal to be affixed, this 24 day of July, 2015.

Signed, sealed and delivered in the presence of:

"DEVELOPER"

SHADOW WOODS LOTS, LLC, a Florida limited liability company

By: BASSETT CREEK LOTS, LLC, a Florida limited liability company, as its Member

By: M TAMPA, L.L.C., a Florida limited liability company, as its Manager

Vanderlyn Brown
[Witness's Name Printed]

Melissa Martinez
[Witness's Name Printed]

Timothy F. Mobley
By: Timothy F. Mobley
Its: Authorized Member

(Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24 day of July, 2015, by Timothy F. Mobley, as Authorized Member, of M TAMPA, L.L.C., a Florida limited liability company, as Manager, of BASSETT CREEK LOTS, LLC, a Florida limited liability company, as Member, of SHADOW WOODS LOTS, LLC, a Florida limited liability company, on behalf of the company, () who is personally known to me or () who produced a driver's license as identification.

My Commission Expiration and Commission Number:

Vanderlyn Brown
Print Name Vanderlyn Brown
Notary Public - State of Florida



EXHIBIT A

DESCRIPTION: A parcel of land lying in Section 3, Township 28 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 3, run thence along the West boundary of said Southwest 1/4 of Section 3, S.00°33'25"W., 383.00 feet to a point on the South boundary of the North 383 feet of said Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said South boundary, the following two (2) courses: 1) S.89°31'33"E., 73.62 feet to the POINT OF BEGINNING; 2) continue, S.89°31'33"E., 279.16 feet; thence N.28°55'20"E., 77.06 feet to a point of curvature; thence Northeasterly, 88.43 feet along the arc of a curve to the right having a radius of 792.78 feet and a central angle of 06°23'28" (chord bearing N.32°07'04"E., 88.38 feet); thence S.89°31'33"E., 62.62 feet to a point on the East boundary of the West 3/8 of the aforesaid Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said East boundary, S.00°36'54"W., 822.38 feet to a point on the North boundary of the South 264 feet of said Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said North boundary, N.89°32'52"W., 165.08 feet to a point on the West boundary of the West 1/2 of the East 1/2 of the West 1/2 of said Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said West boundary, S.00°36'50"W., 225.86 feet to a point on a curve on the Northerly maintained right-of-way line of EHRLICH ROAD; thence along said Northerly maintained right-of-way line, Northwesterly, 165.39 feet along the arc of a curve to the right having a radius of 369.76 feet and a central angle of 25°37'43" (chord bearing N.65°31'29"W., 164.02 feet) to a point on the West boundary of the East 150.00 feet of the West 1/4 of the aforesaid Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said West boundary, N.00°36'50"E., 233.96 feet to a point on the North boundary of the South 339 feet of said Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said North boundary, N.89°26'12"W., 94.43 feet; thence along the East boundary of that parcel of land described in Official Records Book 19584, Page 1450, of the Public Records of Hillsborough County, Florida, and the Southerly extension thereof, N.01°02'50"E., 397.50 feet; thence along the North boundary of that parcel of land described in Official Records Book 19584, Page, 1450, N.89°31'33"W., 19.55 feet to a point on the East boundary of that parcel of land described in Official Records Book 5315, Page 177 and Official Records Book 7322, Page 518, both of the Public Records of Hillsborough County, Florida; thence along said East boundary, N.01°02'50"E., 207.01 feet to the POINT OF BEGINNING.

Containing 7.320 acres, more or less.