

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SHADOW LAKES - UNIT 1. A SUBDIVISION**

THIS DECLARATION, made this 24th day of October, 1996, by THE MITCHELL COMPANY, INC., an Alabama corporation, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of the real property located in Santa Rosa County, Florida, and more particularly described as follows, to-wit:

For legal description, see Exhibit "A" attached and incorporated herein by reference which is or will be platted as Shadow Lakes - Unit 1.

Handwritten scribbles and marks on the left margin, including the number '4' and some illegible characters.

NOW THEREFORE, Declarant hereby declares that all of the Property described above together with such additional Property as may, by amendment to this Declaration, be brought under control of the Association (such presently contemplated to be Units 2, 3, 4, 5 and 6) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said Property and which shall run with the Property and be binding on all parties having any right, title or interest in the described property, or any part thereof, and upon all persons deraining title through the Declarant, and their respective heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Shadow Lakes of Santa Rosa Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the Association make reference. A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B" and "C," respectively.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to all or any portion of any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property, easements and any other interests in real property (including any improvements thereto or thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are Parcels A, B, C, the Fence, Sign and Landscaping Easements and the Fence Easements, all as shown on the Plat.

Section 5. "Common Elements" shall include the fences on the Fence, Sign and Landscape Easements and on the Fence Easements shown on the Plat, street lights (if installed), and all irrigation systems, lighting and signs or other improvements and all playground equipment located on the Common Areas.

Section 6. "Lot" shall mean and refer to each of the platted lots as shown on the Plat and any such shown on Plats of Future Phases, if and when brought under the jurisdiction of the Association. In the event a portion of a lot is added to another lot due to building encroachments, setback violations or for other reasons, such combination of lots and the remainder of a lot shall also each constitute a "Lot" under this definition.

Section 7. "Declarant" shall mean and refer to THE MITCHELL COMPANY, INC., an Alabama corporation, its successors and assigns.

Section 8. "Plat" shall mean and refer to the Plat of Shadow Lakes - Unit 1 Subdivision which is recorded in the public records of Santa Rosa County, Florida in Plat Book _____ at Page _____ and the Plats of Future Phases if and when same are recorded in the public records of Santa Rosa County, Florida and brought under the jurisdiction of the Association.

Section 9. "Subdivision" shall mean and refer to Shadow Lakes - Unit 1 Subdivision situated in Santa Rosa County, Florida, according to the Plat and to Future Phases if and when Plats thereof are recorded in the public records of Santa Rosa County, Florida and brought under the jurisdiction of the Association.

Section 10. "Future Phases" shall mean and refer to adjoining property to be annexed which is currently contemplated to be Shadow Lakes - Units 2, 3, 4, 5 and 6 and may be brought within the jurisdiction of the Association upon recording of the plat or plats therefor and the recording of an amendment to this Declaration specifically setting forth the intent of the Declarant to bring such additional Properties under the jurisdiction of the Association. Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in any way imply, infer or be interpreted that any property owned by Declarant, or in which Declarant has any right or option to purchase, other than Shadow Lakes - Unit 1, shall be subject to the covenants, conditions and restrictions herein set forth, and no covenants, conditions or

restrictions shall in any way be created hereby with respect to any property other than Shadow Lakes - Unit 1, whether by negative implication or otherwise.

Section 11. "Type 1 Lot" shall mean and refer to, for the purposes of this Declaration and for the purposes of Shadow Lakes - Unit 1, Lots 1 through 13, both inclusive, Block "A," Lots 33 through 39, both inclusive, Block "A," Lot 60, Block "A," Lots 1, 2 and 3, Block "B" and Lots 1 through 7, both inclusive, Block "C," as shown on the Plat of Shadow Lakes - Unit 1. Any lots in future amendments to this Declaration which designate this type of lot, shall be deemed to be subject to the covenants, conditions, requirements and limitations set forth herein for this type of lot.

Section 12. "Type 2 Lot" shall mean, for purposes of this Declaration and for Shadow Lakes - Unit 1, Lots 14 through 32, both inclusive, and Lots 40 through 59, both inclusive, Block "A," as shown on the Plat of Shadow Lakes - Unit 1. Any lots in future amendments to this Declaration which designate this type of lot, shall be deemed to be subject to the covenants, conditions, requirements and limitations set forth herein for this type of lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Common Area Easements. Every owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot (even if not referenced in the document of conveyance) for the following purposes:

- (a) Displaying and maintaining a sign identifying the subdivision on the Common Area.
- (b) Erecting and maintaining fence(s) on the Fence, Sign and Landscape Easements and Fence Easements shown on the Plat as more specifically referenced in Section 3 of this Article.
- (c) Installing and maintaining landscaping, lighting and irrigation systems (if any) and playground equipment on Parcel B and landscaping and irrigation systems and other improvements on the Fence, Sign and Landscape Easements as shown on the Plat.
- (d) Such other rights and easements as the Association may determine to be suitable for the use and enjoyment of the Owners.

Section 2. General. The rights and easements of enjoyment herein created and reserved shall be subject to the following provisions:

- (a) The right of the Association to expand or bring other properties within the jurisdiction of the Association.
- (b) An easement in favor of Declarant and Association to develop and construct improvements on the Common Areas and to repair and maintain any existing improvements on such Common Areas provided, however, Declarant shall have no obligation to so repair and maintain any improvements once constructed such being the responsibility of the Association.

Section 3. Easement for Maintenance of Wooden Fence Around Retention Pond. Inasmuch as Declarant intends to place on the area designated as the fence and landscape easement(s) as shown on the Plat, a wooden privacy fence outside of the chain link fence (as such is required by Santa Rosa County) and such wooden fence will not be maintained by Santa Rosa County, Declarant hereby creates and imposes for the benefit of the Association and its members a perpetual, non-exclusive easement over the area designated as the Fence and Landscape Easement(s) as shown on the Plat for the purposes of ingress and egress for the Association, its agents, employees, and independent contractors hired by the Association for the purpose of installing, maintaining, repairing and replacing a wooden privacy fence thereon.

Section 4. Common Elements. The Common Elements shall be owned by the Association for the use and benefit of every Lot Owner and shall be properly maintained by the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class A member as provided hereafter) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among

themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, that if, after conversion of the Class B membership to Class A membership a Future Phase (or Phases) is annexed, the Class B membership shall thereupon be reinstated with Declaration being a Class B member as to all lots owned by Declarant in the annexed Future Phase until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership in that annexed Future Phase.

Section 3. Notwithstanding the foregoing, members other than the Declarant (which excludes builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale) are entitled to elect at least a majority of the members of Board of Directors three months after ninety percent (90%) of the Lots in Shadow Lakes - Unit 1 and in all Future Phases of the subdivision have been conveyed to members.

Section 4. Declarant shall be entitled to elect at least one member to the Board of Directors as long as Declarant holds at least five percent (5%) of the Lots for sale in the ordinary course of business.

Section 5. After Declarant relinquishes control of the Association, Declarant may continue to vote any Declarant owned lots in the same manner as any other member.

Section 6. In all events, Class B membership shall cease to exist and be converted to Class A and shall not thereafter be reinstated on December 31, 2002.

Section 7. The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner. Likewise, Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the Declarant, in any manner, in selling the lots it has remaining, nor to affect any reservation or right of the Declarant contained herein, or elsewhere, so long as Declarant holds at least one lot for resale purposes.

ARTICLE IV
COVENANT FOR SUBDIVISION MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of any Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments for capital improvements, such annual and special assessments to be established and collected as hereinafter provided (any annual assessment due under this Article IV referred to hereinafter as the "annual assessment," and any special assessment due under this Article IV referred to hereinafter as the "special assessment"), (annual assessments and special assessments under this Article IV referred to hereinafter at times collectively as "assessments"). The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien on the Lot until satisfied.

Section 2. Purpose of Assessments.

(a) The annual and special assessments levied by the Association under this Article IV shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, their invitees or licensees, and for the improvement and maintenance of the Common Areas, and any improvements situated thereon, for maintenance of the Common Elements and for maintenance of any portion of Common Areas subject to jurisdiction of the Corps of Engineers and/or the Florida Department of Environmental Protection. The Association shall have the obligation to maintain any Common Areas and all improvements thereon and shall maintain the Common Elements and shall maintain adequate liability insurance, and fidelity bond coverage in such minimal amounts as may be required by FHA, VA and FNMA, from time to time.

(b) The Owner shall be responsible for maintenance and repair of any and all improvements located within his Lot, including, but not limited to painting, repairing, replacing and caring for roofs, exterior building surfaces, trees, shrubs, grass, walks, driveways, and other exterior improvements.

Section 3. Annual Assessment. Until January 1, 1998, the maximum annual assessment under this Article IV shall be \$180.00 per Lot, payable in semi-annual installments, in advance on January 1 and July 1 of each year.

(a) From and after January 1, 1998, the maximum annual assessment under this Article IV may be increased each year by an amount not more than ten percent

(10%) above the potential maximum assessment for the previous year without a majority vote of the owners.

(b) From and after January 1, 1998, the maximum annual assessment may be increased by more than ten percent (10%) by a vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment under this Article IV at an amount not in excess of the potential maximum assessment without a vote of the owners.

Section 4. Special Assessments for Subdivision Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment under this Article IV for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of an improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such special assessment shall have the approval of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another second meeting may be called subject to the same notice requirement, and the required quorum at the second meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meetings shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual assessments and special assessments under this Article IV shall be fixed at a uniform rate for all Lots in the Subdivision including all Future Phases when such are brought under the jurisdiction of the Association provided, however, Declarant shall not be obligated to pay any annual assessments for Lots owned by it for two years after the recording of the Plat establishing such Lots, provided Declarant pays the portion of the common expenses incurred by the Association that exceed the amount assessed against the other Lot owners. Each Owner shall be responsible for an equal share of the total annual assessment and any special assessment computed by multiplying the total annual or special assessment by a fraction, the numerator which shall be one and the denominator of which shall be a number equal to the total number of lots then under the jurisdiction of the Association. For purposes of Shadow Lakes - Unit 1 only, each owner shall be responsible for 1/70 share of the total annual assessment and any special assessment until Future Phases are annexed.

Section 7. Annual Assessment Periods and Due Date. The obligation for assessments shall commence for each owner, other than Declarant, on the date the Owner acquires title to a Lot and shall be payable in a prorata amount according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each owner subject thereto. The due date shall be established by the Board of Directors if other than as set forth herein. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect on Nonpayment of Assessments - 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 highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for under this Article IV herein by non-use of the Common Areas, or by sale or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article IV and as provided for elsewhere in this Declaration recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of Santa Rosa County, Florida, prior to the recording of the foreclosed mortgage (or for which a deed in lieu of foreclosure is given), and such subordinate lien shall be extinguished automatically upon the recording of the certificate of title or the deed in lieu of foreclosure. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of any assessments thereafter becoming due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all lots as a common expense.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. No building, fence, sign, wall, mailbox, sidewalks, or other structures or improvement of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography and compliance with the Architectural Guidelines shall be approved in writing by the Architectural Control Committee, or the Architectural Review Representative, selected by a majority vote of the Architectural Control Committee. Detailed plans and specifications shall be submitted to the Architectural Control Committee, or the Architectural Review Representative in duplicate and written approval or disapproval shall be noted on both sets of plans and specifications or by separate letter. In the event the Architectural Control Committee, or the Architectural Review Representative, shall fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The initial members of the Architectural Control Committee shall be Bill Bentley, Dick Godfrey and Max L. Dickson and shall serve as the sole members of the Architectural Control Committee until December 31, 2001, or their earlier resignation, at which time successor members may be appointed by the Board of Directors of the Association, but in any event the aforementioned members shall continue to serve until their successors are appointed.

Any owner acquiring title to a lot in the subdivision from Declarant, or from a successor in title to Declarant, shall expect that the Architectural Control Committee will deny approval to a proposed building or other improvements if the location, type and style are not compatible with the existing use of homes in the subdivision, or that portion of the subdivision. IN ORDER TO MINIMIZE THE COST AND EXPENSE OF ARCHITECTS AND ENGINEERS ON PLANS WHICH ARE LATER DENIED BY THE ARCHITECTURAL CONTROL COMMITTEE, OWNERS OF LOTS IN THE SUBDIVISION ARE INVITED TO SUBMIT PRELIMINARY PLANS OR IDEAS FOR THEM TO THE ARCHITECTURAL CONTROL COMMITTEE SO OWNERS WILL INCUR THE LEAST EXPENSE POSSIBLE ON DESIGNS WHICH ARE FOUND TO BE UNACCEPTABLE BY THE ARCHITECTURAL CONTROL COMMITTEE.

Section 2. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded Plat, or this Declaration, a majority of the Architectural Control Committee or the Architectural Review Representative may release the Lot, or parts of it, from any part of the covenants and restrictions, or setback lines, that are violated. The Architectural Control Committee, or the Architectural Review Representative, shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

ARTICLE VI
BUILDING SETBACK LINES AND CONSTRUCTION
RESTRICTIONS AND CONSTRUCTION REQUIREMENTS

Section 1. Single Family Residence Purposes. No Lot in the Subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one, detached single family dwelling not to exceed two stories in height.

Section 2. Minimum Square Footage.

(a) Type 2 Lot: No one story dwelling shall be erected on any lot having a living area of less than 1,000 square feet, and no dwelling with more than one story of living area shall have a first floor living area of less than 500 square feet and a total living area of 1,300 square feet. All square footages shall be exclusive of open porches, carports or garages.

(b) Type 1 Lot: No one story dwelling shall be erected on any lot having a living area of less than 950 square feet, and no dwelling with more than one story of living area shall have a first floor living area of less than 500 square feet and a total living area of 1,000 square feet. All square footages shall be exclusive of open porches, carports or garages.

Section 3. Setback Lines. No residential structure shall be erected on any Lot in the Subdivision which does not conform to the setback lines, if any, drawn on the recorded Plat, provided, however, in the event a portion of a Lot is added to another Lot, Declarant reserves the right for itself and for the Association to re-establish the setback lines on each Lot by recording an instrument in the public records of the county reciting such new setback lines.

Section 4. Sidewalk Construction Requirements. The owner or owners of each Lot or building site in the subdivision shall construct at their expense a concrete sidewalk meeting all requirements of appropriate governmental entities along and adjacent to all lot lines of their lot or building site that abut a street as shown on the plat of the subdivision. Subject to and consistent with the requirements and approvals of the Santa Rosa County, the sidewalk is to be completely constructed within the street right-of-way area as shown on the plat but must abut the lot or site. The sidewalk must be constructed in accordance with plans and specifications to be approved by the Architectural Control Committee and Santa Rosa County in advance of the work. The Architectural Control Committee shall give each owner written notice as to the time when the construction of the sidewalk must be commenced and the time in which the work must be concluded. The notice is to be by certified mail, return receipt requested. If a lot owner does not commence and/or complete the construction of the sidewalk within the time limits set forth by the Architectural Control Committee or its representative or agent is authorized and directed to proceed with or complete the construction of the

sidewalk and to bill the lot owner for the Committee's cost for the sidewalk work. In the event that the bill is not paid by the lot owner within 30 days from the date of mailing, by certified mail, return receipt requested, the Association may record a lien on the lot in accordance with the provisions of Article IV of this Declaration, and the Association may proceed with legal or equitable action, to enforce the lien and/or to recover the cost and shall also be entitled to recover such sums as the Court may adjudge to be reasonable fees for services of the Association's attorney, plus all court costs.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any lot in said subdivision and no lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 2. No noxious or offensive trade or activity shall be carried on or maintained on any lot in the subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No mobile living facility or structure of a temporary character shall ever be used as a residence.

Section 4. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 5. All structures, improvements, yards, driveways, and landscaping must be diligently and properly maintained in a neat and sanitary condition so as to secure the aesthetics of the subdivision.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In no event shall more than two household pets be kept on any lot at any one time.

Section 7. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period; provided, however, MITCHELL HOMES or THE MITCHELL COMPANY may erect a sign not exceeding four feet in height by eight feet in width as to the dimensions of the sign on any lot which it owns.

Section 8. No fence or wall, other than on the fence and landscape easements shall be erected on the street frontage of any lot or in the area between the rear of the dwelling, on each side, and the front lot line unless an exception based on desirable architectural effect is obtained from the Architectural Control Committee or the

Architectural Review Representative. No fence may be constructed on any lot until the design, location, height, materials used for construction, and color of the fence have been approved in writing by the Architectural Control Committee or the Architectural Review Representative based on aesthetics, harmony with existing structures, topography, integrity of construction, requirements for uninterrupted storm water drainage. Notwithstanding any of the foregoing provisions, none of the drainage or utility easements shown on the Plat may be fenced without the prior written approval of the Architectural Control Committee or the Architectural Review Representative due to the need for unrestricted drainage for storm water runoff and otherwise. However, in no event shall any chain link or wire fences be allowed on any lot in the subdivision other than around the holding pond as required by the subdivision regulations of Santa Rosa County, Florida. Fences on lots abutting the lakes shall be constructed no closer than 10 feet to the abutting lake and shall be no more than 4 feet in height.

Section 9. Utility, drainage, or other easements shall not be fenced in any manner that will prohibit access and use. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

Section 10. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Declarant to contour each building lot to provide a continuous drainage pattern from lot to lot within the subdivision. These drainage patterns shall not be altered.

Section 11. No outside clothes lines visible from the street or adjacent property or other items detrimental to the appearance of the subdivision shall be permitted on any lot.

Section 12. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 13. No satellite dishes or satellite reception equipment shall be permitted in the subdivision except in a back yard, in which case it shall be screened in such a manner as not to be visible from adjacent lots or visible from the street.

Section 14. No boats, trailers, motor homes, campers, or other recreational vehicles shall be parked on any lot in the subdivision unless done in such a manner as to not be visible from the street.

Section 15. Certain portions of the Subdivision (and Future Phases) are subject to the jurisdiction of either the U. S. Army Corps of Engineers or the Florida Department of Environmental Protection, or both. No improvements of any nature may be constructed in such areas without proper approval from all state and federal agencies having jurisdiction thereof and otherwise such areas must remain in a natural, unaltered

state. The portions of the Common Areas that are subject to the jurisdiction of either the U. S. Army Corps of Engineers, or the Florida Department of Environmental Protection, or both, must also remain in a natural, unaltered state and the Association has the obligation to maintain such areas according to the requirements of the U. S. Army Corps of Engineers, the Florida Department of Environmental Protection, or both, and has the authority to impose special assessments as provided in these Articles to defer the cost of maintenance should such become necessary.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The ASSOCIATION, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the ASSOCIATION, or 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a document signed by the then owners of two-thirds (2/3) of the lots agreeing to change these covenants in whole or in part, which has been recorded in the public records of Santa Rosa County, Florida.

Section 4. FHANA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Mortgaging of Common Areas. The Common Area, now existing or hereinafter included in these restrictions, cannot be mortgaged or conveyed by the Association, or any other entity, without the consent of at least two-thirds (2/3) of lot owners (excluding the Declarant).

Section 6. Annexation. Declarant may, in its sole discretion and without consent of any owner or the Association, at any time, and from time to time, annex such additional property owned by Declarant adjoining the property platted as Shadow Lakes - Unit 1, a Subdivision lying in Section 19, Township 2 South, Range 27 West, Santa Rosa

EXHIBIT "A" TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SHADOW LAKES - UNIT 1. A SUBDIVISION

COMING AT A 4" X 4" CONCRETE MONUMENT, UNNUMBERED, AT THE NORTH-EAST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 27 WEST, SANTA ROSA COUNTY, PLATA. SAID CORNER ALSO BEING THE NORTH-EAST CORNER OF EAST BAY HEIGHTS AS RECORDED IN PLAT BOOK .. B .. AT PACE 149 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 88°15'12" WEST ALONG THE NORTH LINE OF SECTION 19, SAID NORTH LINE ALSO BEING THE NORTH LINE OF SAID EAST BAY HEIGHTS, FOR A DISTANCE OF 1297.54 FEET (SOUTH 89°45'46" WEST, 1299.57 FEET. ACCORDING TO PLAT OF SAID EAST BAY HEIGHTS) TO A 4" X 4" CONCRETE MONUMENT, UNNUMBERED, AT THE NORTHWEST CORNER OF SAID EAST BAY HEIGHTS AND FOR THE POINT OF BEGINNING; THENCE GO SOUTH 00°S, 00" EAST ALONG THE WEST LINE OF EAST BAY HEIGHTS FOR A DISTANCE OF 1132.94 FEET (SOUTH 00'09'05" WEST ACCORDING TO PLAT OF EAST BAY HEIGHTS); THENCE DEPARTING WEST LINE OF EAST BAY HEIGHTS, GO SOUTH 89°09'00" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 75°06'50" WEST FOR A DISTANCE OF 164.92 FEET; THENCE SOUTH 89°09'00" WEST FOR A DISTANCE OF 200.00 FEET; THENCE SOUTH 76°14'05" WEST FOR A DISTANCE OF 105.17 FEET; THENCE NORTH 10°20' WEST FOR A DISTANCE OF 17.03 FEET; THENCE SOUTH 89°29'00" WEST FOR A DISTANCE OF 200.00 FEET; THENCE NORTH 35°39'42" WEST FOR A DISTANCE OF 875.24 FEET; THENCE NORTH 00°04' WEST FOR A DISTANCE OF 80.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY BOULEVARD (STATE ROAD NO. S-399, 100' R/W); THENCE SOUTH 62°07'54" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1363.31 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, GO SOUTH 00°39'29" EAST FOR A DISTANCE OF 239.00 FEET; THENCE NORTH 88°57'12" EAST FOR A DISTANCE OF 2.03 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTIONS 18 AND 19, TOWNSHIP 2 SOUTH, RANGE 27 WEST, SANTA ROSA COUNTY, PLATA. AND CONTAINS 26.60 ACRES, MORE OR LESS.

EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF
SHADOW LAKES OF SANTA ROSA HOMEOWNERS ASSOCIATION . INC.
(A Corporation Not For Profit)**

ARTICLE I - NAME

This corporation shall be known as SHADOW LAKES OF SANTA ROSA HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION." The principal office of the ASSOCIATION shall be located at 3298 Summit Boulevard, #18, Pensacola, Florida 32503-4350, but meetings of the members and directors may be held at such places within the State of Florida, County of Escambia, as may be designated by the Board of Directors.

ARTICLE II - REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office is 3298 Summit Boulevard, #18, Pensacola, Florida 32503-4350. The Board of Directors may from time to time change the principal office of the ASSOCIATION to any other address in the State of Florida. The name of the initial registered agent is Max L. Dickson.

ARTICLE III - PURPOSES AND POWERS

The purpose for which this ASSOCIATION is organized is to create an entity which can provide for maintenance and architectural control of the Subdivision and common properties and architectural control of the residential lots within that certain tract of property described as follows, to-wit:

For legal description, see Exhibit "A" attached and incorporated herein by reference which is or will be platted as Shadow Lakes - Unit 1.

Together with any and all other property added to the control of the ASSOCIATION by amendment to the Declaration of Covenants, Conditions and Restrictions affecting the above-described property (it is contemplated that at least two Future Phases shall be added and brought under the control of the ASSOCIATION as provided in the Declaration of Covenants, Conditions and Restrictions), and to promote the health, safety and welfare of the residents within the Subdivision and to:

a. Exercise all of the powers and privileges and perform all of the duties and obligations of the ASSOCIATION as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded in the Public Records of Santa Rosa County, Florida, as same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the ASSOCIATION, including all licenses, taxes or governmental charges levied or imposed against the property of the ASSOCIATION;

c. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the ASSOCIATION;

d. Borrow money and, with the assent of two-thirds (2/3) of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. Dedicate, sell, 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 dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale, or transfer;

f. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property and Common Area, provided that any such merger, consolidation, or annexation shall have the consent of two-thirds (2/3) of each class of members;

g. Have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the Florida law may now or hereafter have or exercise by law.

ARTICLE IV • QUALIFICATION AND MANNER OF ADMISSION OF MEMBERS

Every person or entity who is a record owner of a Lot, either individually or jointly with others which is subject by covenants of record to assessment by the ASSOCIATION, including a contract seller, shall be a member of the ASSOCIATION. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the ASSOCIATION.

A member, unless acting in the capacity of a duly elected officer of the ASSOCIATION, does not have the authority to act for the ASSOCIATION solely by virtue of being a member.

ARTICLE V • VOTING RIGHTS/TRANSITION OF CONTROL

The ASSOCIATION shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one (1) person or entity holds an interest in a lot, then the vote attributable to such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. Class B members shall be the Declarant, as defined in the Declaration of Covenants, Conditions, and Restrictions, and shall be entitled to three (3) votes for each lot owned, as set forth in the Declaration. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, that if, after conversion of the Class B membership to Class A membership Unit Two or Unit Three is annexed, the Class B membership shall thereupon be reinstated with Declaration being a Class B member as to all lots owned by Declarant in the annexed unit until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership in that unit.

Notwithstanding the foregoing, members other than the Declarant (which excludes builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale) are entitled to elect at least a majority of the members of Board of Directors three months after ninety percent (90%) of the Lots in the Subdivision, including all future phases, have been conveyed to members.

Declarant shall be entitled to elect at least one member to the Board of Directors as long as Declarant holds at least five percent (5%) of the Lots for sale in the ordinary course of business.

After Declarant relinquishes control of the ASSOCIATION, Declarant may continue to vote any Declarant owned lots in the same manner as any other member.

In all events, Class B membership shall cease to exist and be converted to Class A and shall not thereafter be reinstated on December 31, 2002.

ARTICLE VI • TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VII - INCORPORATOR

The name and address of the Incorporator is **Max L. Dickson**, 3298 Summit Boulevard, #18, Pensacola, Florida 32503-4350.

ARTICLE VIII - BOARD OF DIRECTORS

The business affairs of this ASSOCIATION shall be managed by the Board of Directors, which shall initially consist of three (3) members. The number of Directors may be increased or decreased from time to time as provided in the Bylaws, but shall never be less than three (3).

The members of the Board of Directors need not be members of the ASSOCIATION and shall serve for a term as set forth in the Bylaws.

The President of the ASSOCIATION shall at all times be a member of the Board of Directors, and members of the Board of Directors shall be elected and hold office in accordance with the Bylaws.

The names and street addresses of the persons who are to serve as the first Board of Directors of the corporation are:

1. MAX L. DICKSON
3298 Summit Boulevard, #18
Pensacola, FL 32503-4350
2. DICK GODFREY
3298 Summit Boulevard, #18
Pensacola, FL 32503-4350
3. BILL BENTLEY
3298 Summit Boulevard, #18
Pensacola, FL 32503-4350

ARTICLE IX - OFFICERS

The officers of this ASSOCIATION shall be a President, who shall at all times be a member of the Board of Directors, a Vice President and Secretary/Treasurer, and such other officers as the Board of Directors may from time to time create.

The names of the persons who are to serve as officers of this ASSOCIATION until the first election are:

President:	MAX L. DICKSON
Vice President:	DICK GODFREY
Secretary/Treasurer:	BILL BENTLEY

The officers shall be selected at the annual meeting of the Board of Directors as provided in the Bylaws and each shall hold office until he shall sooner resign or shall be removed or otherwise disqualified to serve. Officers shall serve at the pleasure of the Directors.

ARTICLE X • DISSOLUTION

The ASSOCIATION may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the members. Upon dissolution of the ASSOCIATION, other than incident to a merger or consolidation, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created. In the *event* that acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI • AMENDMENTS

These Articles of Incorporation may be amended by a two-thirds (2/3) vote of the total members at a special meeting of the membership called for that purpose.

Amendments may also be made at a regular meeting of the membership by a two-thirds (2/3) vote of the total members upon notice given, as provided by the Bylaws, of intention to submit such amendments. However, no amendment shall be effective without the written consent of the Developer until after six (6) years from date of filing these Articles of Incorporation with the Secretary of State, Stat of Florida.

ARTICLE XII • DEFINITIONS

The terms used herein shall have the same definition as set forth in the Declaration of Covenants, Conditions and Restrictions and the Bylaws.

ARTICLE XIII • FHANA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration:

Annexation of additional properties, mergers and consolidations, mortgaging of common area, dedication of common area, and dissolution and amendment of these Articles.

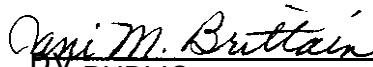
IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 7th day of November, 1996, for the purpose of forming this corporation not for profit under the laws of the State of Florida.



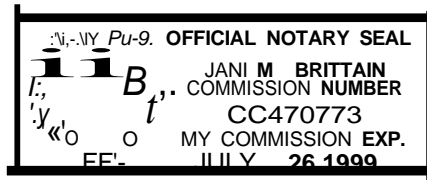
Incorporator - MAX L. DICKSON

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing was acknowledged before me this 7th day of November, 1996, by MAX L. DICKSON, who is personally known to me.



NOTARY PUBLIC




RESIDENT AGENT'S CERTIFICATE

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

SHADOW LAKES OF **SANTA ROSA HOMEOWNERS ASSOCIATION, INC.,** a Florida Corporation Not For Profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, in Pensacola, Escambia County, Florida, has named MAX L. DICKSON whose address is 3298 Summit Boulevard, #18, Pensacola, Florida 32503-4350, as its agent to accept service of process within this State.

Acknowledgement and Acceptance

Having been named to accept service of process for the above stated corporation (or Association) at the place designated in this Certificate, I hereby accept such designation and agree to comply with the provisions of said Act relative to keeping open said office.



MAX L. DICKSON

F:\USERS\JMB\M24103\AE\VAOI

**EXHIBIT "A" TO ARTICLES OF INCORPORATION
OF SHADOW LAKES OF SANTA ROSA HOMEOWNERS ASSOCIATION, INC.**

COMME.rr;E AT A 4" X 4.. CONCRETE MONTJMENT, rJNNU.I'BERED, AT THE NORTFP.AST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH.JUNGE 27 YF'EST, SANTA ROSA COUNTY. PLO".IDA. SAID CORNERAISO EEt."G TPE NORTIfEAST CC'?NER OP E. ST BAY Hr:rr.tff7';-, AS' RECORDED IN PLAT BOOK " B "AT PAGE 149 OF THE.' F-tfBIIIC RECO;uJS Or' SAJJIJ COUNTY, THENCE CO SOUTH 88"15'2" WEST ALONG THE NORTH LINE OF SECTION 19, SAID NORTH LINE ALSO BEING THE NORTH UNE OF SAID EAST BAY HEIGHTS. FOR DISTANCE OF 1297.54 FEET (SOUTH 89"45'46" IYEST, 1299.57 FEET, ACCORDING TO PLAT OF E.'AST BAY HEIGHTS) TO A 4.. X 4" CONCRETE MONUMENT, UNNUM3ERED, AT THE NORTHWEST CORNER OF SAID EAST BAY HEIGHTS AND FOR THE POINT OP BEGINNING; THENCE CO SOUTH 00.s1.00.. EAST ALONG THE 'IYEST LINE OF EAST BAY HEIGHTS FOR A DISTANCE OF 1132.94 FEET (SOUTH 00.09.05" IYEST, ACCORIJINC T,'J PLAT OF EAST BAY HEIGHTS); THENCE DEPART/NC IYEST LINE OF EAST BAY HEIGHTS. CO SOUTH 89.09.00. WEST FOR DISTANCE OF 50.00 FEET; THENCE SOUTH 75"06'50'. Fr:.'ST FOR A DISTANCE OF 164.92 FEET; THENCE SOUTH s9.09.00.. WEST FOR A DISTANCE OF 200.00 FEET; THENCE SOUTH 76"4'05" SECONDS WEST FOR A DISTANCE OF 105.17 FI:ET; THENCE NORTH 1r01.20" WEST FOR A DISTANCE OF 17.03 FEET; THENCE SOUTH 89"29'00.. WEST FOR A DISTANCE 200.00 FEET; THENCE NOF:I'H :35.39.42" WEST FOR A DISTANCE OF 875.24 FEET; THENCE NORTH 00'01'4.. WEST-FOR A DISTA"NCCE OF 80.00 FEET TO THE SOUTHERLY RIGHT-OF- I'AY LINE OF EAST BAY BOULEVARD (STATE ROAD NO. S:-399, f00'R/1'1); THENC'E CO N'JP.TH 6Z-07'54 .. EAST ALONG SAID SOUTHERLY RIGHT- OF-W-,iY LINE FOR A DISTANCE OF 1363.31 FEET; THENCE DEPARTINC SAID SOUTHERLY RIGHT-OF-I'"AY LINE, CO SOUTH 00'39'29" EAST FOR DISTANCE OF 239.00 FEET; THENCE NORTH 88'57't2.. EAST FOR DISTANCE OF 2.03 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL OP LAND IS S!TUATED IN SECTIONS 18 AND 19, TOWNSHIP 2 sorrrH.RANCE 27 WEST. SANTA ROSA COUNTY. FWRIDA. AND CONTAINS 26.60 ACRES, MORE CR LESS.

EXHIBIT "C"

** OFFICIAL RECORDS**
BK 1581 PG 1311**BYLAWS**

OF

SHADOW LAKES OF SANTA ROSA HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)**Article I - Name and Location**

This corporation shall be known as SHADOW LAKES OF SANTA ROSA HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION." The principal office of the ASSOCIATION shall be located at 3298 Summit Boulevard, #18, Pensacola, Florida 32503-4350, but meetings of members and directors may be held at such places within the State of Florida, County of Escambia, as may be designated by the Board of Directors.

Article II - Definitions

Section 1. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the office of the County Comptroller of Santa Rosa County, Florida and all amendments thereto.

Section 2. "MEMBER" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 3. All other terms used herein shall have the same definitions as set forth in the Declaration of Covenants, Conditions and Restrictions.

Article III - Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the ASSOCIATION, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7 o'clock p.m., or on such other date as the Board of Directors may determine. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote ten percent (10%) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the

meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the ASSOCIATION, or supplied by such member to the ASSOCIATION for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, in person or by proxy, thirty percent (30%) of the total votes of all members at the time of the meeting shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Adjourned Meetings. If an annual meeting or special meeting is adjourned to a different date, time or place, then the new date, time or place must be announced at the meeting before it is adjourned. Otherwise, notice of the new time, place or date must be given in the same manner as required for the adjourned meeting.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 7. Voting. At all meetings of members where a quorum has been attained, those members present in person or by proxy may vote in the manner set forth in the Declaration and a simple majority of the voting interests present in person or by proxy shall be required on any action unless otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Article IV - Board of Directors

Section 1. Number. The affairs of this ASSOCIATION shall be initially managed by a Board of three (3) directors, who need not be members of the ASSOCIATION. There shall never be less than three (3) directors.

Section 2. Term of Office. Directors shall be elected at the annual meeting and shall serve for a term of one (1) year or so long thereafter until their successors are duly elected.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the ASSOCIATION. In the event of

death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the ASSOCIATION. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Article V - Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the ASSOCIATION. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Elections. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies *may* cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VI - Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Director shall be held when called by the President of the ASSOCIATION, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Notice to Members. All meetings of the Board of Directors shall be open to all members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion would be governed by the attorney-client privilege. Notices of all board meetings must be posted in a conspicuous place in the subdivision at least 48 hours in advance of a meeting, except in an emergency. If notice is not posted in a conspicuous place in the subdivision, notice of each board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. If the meeting for which the notice is being provided shall be for the purpose of acting on assessments, the notice shall include a statement that assessments will be considered and the nature of the assessments to be considered.

Section 4. Voting. Directors may not vote by proxy or by secret ballot at board meetings except a secret ballot may be used when electing officers.

Section 5. Miscellaneous. The voting and notice requirements set forth in this Article shall also apply to the meetings of any committees authorized by the Board of Directors including the Architectural Review Committee.

Section 6. Minutes. Minutes of all meetings of the Board of Directors and committees must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes must reflect the action taken by the Board, or committee, including the recording of votes or the abstention from voting on each matter voted upon for each director present or for each committee member present.

Article VII - Powers and Duties of the Board of Directors Including Fiscal Matters

Section 1. Powers. The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the common area and facilities;
- b. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the ASSOCIATION.
- c. Exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to this ASSOCIATION and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a. Make available to lot owners and lenders and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books, records and financial statements of the ASSOCIATION. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances;

b. Supervise all officers, agents and employees of this ASSOCIATION, and to see that their duties are property performed;

c. As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

d. Issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e. Procure and maintain in effect casualty and liability insurance and fidelity bond coverage together with such additional coverages as the ASSOCIATION's Board of Directors may determine;

f. Cause the common area and properties to be maintained;

g. Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the

members, or at any special meeting when such statement is requested in writing by one-fourth of the Class **A** members who are entitled to vote.

Section 3. Budgets. The ASSOCIATION shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The ASSOCIATION shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member within ten (10) business days after receipt of a written request therefor.

Section 4. Financial Reporting. The ASSOCIATION shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The ASSOCIATION shall, within ten (10) business days after completion of the annual financial report, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

- (a) Financial statements presented in conformity with generally accepted accounting principles; or
- (b) A financial report of actual receipts and expenditures, cash basis, which report must show:
 - 1. The amount of receipts and expenditures by classification; and
 - 2. The beginning and ending cash balances of the ASSOCIATION.

Article VIII - Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this ASSOCIATION shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, which may be combined, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the annual membership meeting.

Section 3. Term. The officers of this ASSOCIATION shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the ASSOCIATION may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes;

Vice-President: If desired, the Board may elect a Vice-President who shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the ASSOCIATION and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the ASSOCIATION together with their addresses; and shall perform such other duties as required by the Board;

Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the ASSOCIATION and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the ASSOCIATION; keep proper books of account; cause an

annual audit of the ASSOCIATION books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

Article IX - Official Records

Section 1. The ASSOCIATION shall maintain each of the following items which constitute the "Official Records" of the ASSOCIATION:

- (a) Copies of any plans, specifications, permits and warranties relating to improvements constructed on the Common Area or other property that the ASSOCIATION is obligated to maintain, repair or replace.
- (b) A copy of the Bylaws of the ASSOCIATION and of each amendment thereto.
- (c) **A** copy of the Articles of Incorporation of the ASSOCIATION and each amendment thereto.
- (d) **A** copy of the Declaration of Covenants, Conditions and Restrictions for Shadow Lakes Subdivision.
- (e) **A** copy of the current rules of the homeowners association.
- (f) The minutes of all meetings of the Board of Directors and of the members and of any committees appointed by the Board which minutes must be retained for at least seven (7) years.
- (g) A current roster of all members and their mailing addresses and lot designations.
- (h) All of the ASSOCIATION's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (i) **A** copy of all contracts to which the ASSOCIATION is a party, including, without limitation, any management agreement, lease, or other contract under which the ASSOCIATION has an obligation or responsibility. Bids received by the ASSOCIATION for work to be performed must also be considered Official Records and must be kept for a period of one (1) year.

- 0) The financial and accounting records of the ASSOCIATION, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
1. Accurate, itemized and detailed records of all receipts and expenditures.
 2. **A** current account and periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
 3. All tax returns, financial statements and financial reports of the ASSOCIATION.
 4. Any other records that identify, measure, record, or communicate financial information.

Section 2. The Official Records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This Section may be complied with by having a copy of the Official Records available for inspection or copying in the subdivision.

Section 3. The Board of Directors may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the cost of copying. The ASSOCIATION shall maintain an adequate number of copies of the recorded governing documents, to insure their availability to members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

Article X - Assessments

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. If the assessment is not paid within thirty (30) days after the due date, the Board of Directors, through its officers, may cause to be filed in

the public records of Santa Rosa County, Florida, a lien certificate evidencing the lien against the lot as provided for in the Declaration. The ASSOCIATION may bring an action at law against the member personally obligated to pay the assessment or foreclose the lien against the property, and all interest, costs and reasonable attorney's fees of either such action shall be added to the amount of such assessment and shall be included in the lien. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Article XI - Corporate Seal

The ASSOCIATION shall have a seal in circular form having within its circumference the words: SHADOW LAKES OF SANTA ROSA HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not for Profit.

Article XII - Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a majority vote of members at a duly called meeting at which a quorum is present in person or by proxy, except that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflicts between the Declaration and these Bylaws, the Declaration shall control.

Section 3. No amendment which affects the Declarant's rights prior to the owners obtaining control of the ASSOCIATION shall be effective without the written consent of the Declarant.

Article XIII - Committees

The ASSOCIATION shall appoint an architectural control committee as provided in the Declaration and a nominating committee as provided in these Bylaws. The initial members of the architectural control committee shall be as set forth in the Declaration and they shall continue to serve until removed by the Board of Directors, subject to the limitations and provisions set forth in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate to carry out its purposes.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 7th day of November, 1996.

Signed, sealed and delivered
in the presence of:

Mary Jane Sudy
Jani M. Brittain

SHADOW LAKES OF SANTA ROSA
HOMEOWNERS ASSOCIATION, INC., a
Florida Corporation Not for Profit

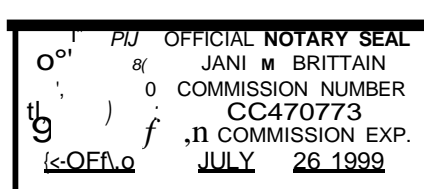
By: Max L. Dickson
Max L. Dickson, Its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me on this 7th day of November, 1996, by Max L. Dickson, President of SHADOW LAKES OF **SANTA ROSA** HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not for Profit, on behalf of said corporation, who is personally known to me.

Jani M. Brittain
NOTARY PUBLIC

F:\USERS\JMB\M24103\REV\BYLAWS



SANTA ROSA COUNTY, FLORIDA
MARY M JOHNSON, CLERK