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DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR THE BROOKS

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
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THIS DECLARATION is made as of the date set forth on the signature page by Long Bay Partners, L.L.C., a Florida limited liability company ("Declarant").

BACKGROUND STATEMENT

The Brooks is a 2,450-plus acre mixed use, master planned community. The Master Plan for The Brooks anticipates the development of residential, commercial and recreational elements within the master planned community under multiple Association Entities and various independent Property Owners, each governing a mix of neighborhoods, land uses, and/or product types within their respective jurisdictions. In addition, there are areas and property within the Master Plan which benefits all of the Association Entities and Property Owners for which all Association Entities and Property Owners should contribute toward its maintenance and up-keep.

This Declaration sets forth covenants and agreements between the Association Entities and Property Owners establishing a flexible and reasonable procedure for the administration, maintenance and preservation of these common benefit areas which are referred to as the Joint Property and are more specifically described in Section 3.2. This Declaration establishes maintenance requirements, a method of allocating costs between the Association Entities and Property Owners, and other rights and responsibilities of the parties. Declarant also desires to provide an easement for access by the Shadow Wood Association to the extent necessary to perform its maintenance responsibilities for the Joint Property.

NOW, THEREFORE, Declarant hereby declares that all property now or hereafter subject to this Declaration shall be held, sold, and conveyed subject to the covenants, conditions, and easements contained herein, which are made for the express benefit of the Declarant, the Association Entities, and the Property Owners as representatives of the present and future owners of property within The Brooks. The covenants, conditions, and easements contained herein shall run with the title to the property now or hereafter submitted to this Declaration and bind all parties having any right, title, or interest therein, their heirs, successors, successors-in-title, and assigns.

NOW, THEREFORE, the Shadow Wood Association hereby consents, covenants and agrees to perform the maintenance services on the Joint Property and fulfill the responsibilities set forth herein in consideration of the mutual promises, covenants, and benefits, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Article I
Definitions

The words used in this Declaration shall generally be given their normal, commonly understood definitions unless otherwise specified. Capitalized terms shall be defined as follows:

1.1. "Association Declaration(s)": A collective term referring to the Declaration of Covenants, Conditions, and Restrictions for Shadow Wood, the Declaration of Covenants, Conditions, and Restrictions for Spring Run Golf Club, the Declaration of Covenants, Conditions, and Restrictions for The Brooks Town Center, and any other declaration of covenants, conditions, and restrictions by whatever name denominated applicable to other Association Entities, recorded or to be recorded in the Public Records of Lee County, Florida, and which by its terms or by the applicability of this Declaration makes the Association Entity subject to this Declaration.

1.2. "Association Entity" or "Association Entities": A collective term referring to the Shadow Wood Community Association, the Spring Run Golf Club Community Association, the Brooks Town Center Association, and any other community association or property owners association (but not including a neighborhood association established subordinate to an Association Entity) established within The Brooks, which by covenant or agreement is subject to this Declaration.

1.3. "Board of Directors" or "Board": The board of directors of the Shadow Wood Association, a Florida not-for-profit corporation, which is generally assigned responsibility for maintenance and administration of the Joint Property and generally serving the same role as a board of directors under Florida corporate law.

1.4. "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout The Brooks. Such standard is originally established by the Declarant and may be more specifically defined by the Board.

1.5. "Contribution": Obligations of an Association Entity or a Property Owner to be made to the Shadow Wood Association to fund Joint Property Expenses.

1.6. "Declaration": This Declaration of Easements and Covenant to Share Costs which provides easements, establishes maintenance standards, and sets forth covenants to share costs between the Association Entities and Property Owners, as it may be amended and supplemented from time to time.

1.7. "Declarant": Long Bay Partners, L.L.C., a Florida limited liability company, or any successor or assign who takes title to the undeveloped portions of The Brooks for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.8. "Equivalent Units": A numerical assignment of value given to individually owned Units of real property which are designated and zoned for non-residential use by the Declarant and Lee County, Florida, to equate non-residential property to residential property for allocating Joint Property Expenses under Section 4.2 and voting rights under Section 6.3.

1.9. "Joint Property Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Shadow Wood Association to own, operate, maintain, improve, repair, replace, and/or insure the Joint Property for the general benefit of all of the Association Entities and Property Owners.

1.10. "Joint Property": The real and personal property within or in the area of The Brooks, designated by the Declarant, and which is owned and/or maintained by the Shadow Wood Association for the common benefit of all owners within the master planned community, the Association Entities, and Property Owners, as more particularly described in Section 3.2.

1.11. "Master Plan": The land use plan for the development of The Brooks prepared by Wilson, Miller, Barton & Peek, Inc. and approved by Lee County, Florida, as it may be amended, a copy of which is attached as Exhibit "A" and which includes all of the property described on Exhibit "B." Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the omission of property from the Master Plan bar its later submission to this Declaration.

1.12. "Mortgagee": An institutional or governmental holder of a mortgage, deed of trust, deed to secure debt, or other security instrument which makes, holds, insures or guarantees mortgages in the ordinary course of its business.

1.13. "Owner": One or more Persons who hold the record title to a Unit within The Brooks and is subject to this Declaration, but excluding in all cases any Mortgagee or other party holding an interest merely as security for the performance of an obligation.

1.14. "Person": A natural person, a corporation, a partnership, a trustee, or other legal entity.

1.15. "Property Owner" or "Property Owners": A collective term referring to the various independently owned parcels of real property which are not subject to an Association Declaration but which are subject to this Declaration by supplemental declaration, covenant, or deed recorded in the Lee County, Florida, public land records.

1.16. "Shadow Wood Association": A Florida not-for-profit corporation which is one of the Association Entities within The Brooks, created or to be created by the Declarant, and which is generally assigned the maintenance responsibilities for the Joint Property and certain other obligations under this Declaration.

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1.17. "The Brooks": The master planned community known as The Brooks, a development of regional impact, as shown on the Master Plan attached as Exhibit "A" hereto and approved by Lee County, Florida, as it may be amended from time to time.

1.18. "Unit": A portion of The Brooks, whether improved or unimproved, which may be individually owned and subject to assessment by an Association Entity pursuant to an Association Declaration or is subject to paying a Contribution pursuant to a supplemental declaration, separate covenant or deed encumbering such property. For example, and without limitation, the following may be separate Units: an attached or detached residential dwelling; a residential lot; an independently owned golf club and related structures and facilities under the same ownership and used in connection with the golf course; a commercial or retail site; or an unimproved tract of land intended for future development. A multi-family structure shall be deemed to contain the number of Units based on the number of dwellings contained in such structure even though the structure may be owned by a single Person. The term shall not include the Joint Property, common area of an Association Entity (or a subordinate neighborhood association) subject to an Association Declaration, nor any property dedicated to the public.

Article II
EASEMENTS

Declarant hereby reserves to itself and grants to the Shadow Wood Association, its agents and assigns, a blanket, perpetual, non-exclusive easement over, under and across all of the property subject to an Association Declaration or owned by a Property Owner for the purpose of access, ingress and egress, maintenance and repair to the extent reasonably necessary for the Shadow Wood Association to perform its maintenance responsibilities with respect to the Joint Property. Declarant also reserves for itself the non-exclusive right and power to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the Joint Property.

All work associated with the exercise of the easement shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Article III
MAINTENANCE

3.1. Rights and Obligations. The Shadow Wood Association shall have the right and the obligation to maintain the Joint Property for which the Association Entities and Property Owners covenant and agree to contribute to the cost of such maintenance.

3.2. Joint Property. The Joint Property includes, without limitation, the real and personal property designated by the Declarant and located within or the area surrounding The Brooks as described below and illustrated on the diagram attached as Exhibit "C":

(a) The landscaping situated along the right-of-way of Coconut Road and Three Oaks Parkway within or adjacent to The Brooks;

(b) The berm, median, and landscaping situated along the landscape buffer within and adjacent to U.S. 41;

(c) The Brooks project identity feature located at the intersection of U.S. 41 and Coconut Road, and any project signage, directional signage, or features for The Brooks master planned community as a whole which are within or in the area surrounding The Brooks (as opposed to signage or features within an Association Entity or a specific area of a Property Owner within The Brooks);

(d) Any parks, athletic fields, playgrounds, and any other recreational facilities available for use by members of all Association Entities and Property Owners (as opposed to recreational facilities available to the members of a single Association Entity or a specific area of a Property Owner within The Brooks);

(e) Property owned or improved by one or more Community Development Districts created within The Brooks which contractually transfers certain maintenance or operational responsibilities to the Shadow Wood Association for maintenance and allocation of maintenance costs under this Declaraton;

(f) Trails, bike paths, park benches, and similar improvements which are assessable by and intended to benefit all Persons within The Brooks, the Association Entities, and the Property Owners (as opposed to trails, paths or improvements within an Association Entity or a specific area of a Property Owner within The Brooks);

(g) Community amenities, including any water amenities and lakes located at the intersection of Coconut Road and U.S. 41; and

(h) Such other community-wide amenities or facilities shared jointly by all Association Entities, their members, and all other Property Owners (as opposed to the members of a single Association Entity or Property Owners within a specific area of The Brooks) as may be designated in writing by Declarant, and made a part of this Declaration by amendment or supplement.

3.3. Standard of Performance. Maintenance, as such term is used in this Declaration, shall mean maintaining, improving, repairing, replacing, insuring, and taking any and all steps to keep the Joint Property neat, clean and attractive, including, without limitation, repairing and replacing improvements, fixtures and landscaping, as well as such other duties as may be necessary or appropriate to satisfy the Community-Wide Standard.

3.4. Dispute Procedures.

(a) In the event that the Declarant, an Association Entity, or a Property Owner believes that the Joint Property is not being maintained to the Community-Wide, the party making such a complaint ("Claimant") shall provide written notice ("Notice") to the Shadow Wood Association.

(b) Claimant's Notice shall state plainly and concisely:

1. the nature of the maintenance deficiency, including specific problems with the appearance, the level, quality or frequency of maintenance being performed, and examples of where maintenance of a similar nature, if any, is being performed within The Brooks to the Community-Wide Standard; and

2. what Claimant wants the Shadow Wood Association to do or not do to resolve the maintenance deficiency.

(c) The Shadow Wood Association shall have 10 business days to cure the maintenance deficiency, or if the deficiency is not capable of being cured within such period, the Shadow Wood Association shall respond to the Claimant with a detailed explanation of the steps being taken to cure the deficiency, a good faith estimate of when such deficiency shall be cured, and any other pertinent information.

(d) If Claimant's Notice is not resolved within the time set forth in subsection (c), Claimant may file a "Claim" as provided in the alternative dispute resolution provisions of the Shadow Wood Association Declaration, in which case the Claimant, the Shadow Wood Association, or any party responsible for such maintenance shall be deemed "Bound Parties" and shall comply with the dispute resolution procedures set forth therein.

3.5. Limitation of Liability. Notwithstanding anything contained herein to the contrary, the Shadow Wood Association shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

Article IV
OBLIGATION TO SHARE COSTS

4.1. Responsibility and Obligation for Contributions. The Association Entities and Property Owners covenant and agree to pay an annual Contribution to the Shadow Wood Association to cover an equitable portion of the Joint Property Expenses incurred by the Shadow Wood Association. The obligation to pay this Contribution shall be mandatory and shall be a separate and independent covenant on the part each Association Entity and Property Owner. No diminution or abatement of the Contribution or setoff shall be claimed or allowed by reason of

any alleged failure of the Shadow Wood Association to perform its maintenance responsibilities to the Community-Wide Standard. An Association Entity's or Property Owner's sole remedy for failure of the Shadow Wood Association to perform its responsibilities hereunder shall be the dispute procedures set forth in Section 3.4.

4.2. Computation of Contributions. On an annual basis, at least 90 days before the beginning of its fiscal year, the Shadow Wood Association shall determine an estimated budget of Joint Property Expenses for the upcoming year, including such amounts the Board determines to be reasonable to be placed in a reserve fund, if any, for capital repairs and replacements. The total budget of Joint Property Expenses shall be allocated between the Association Entities (including the Shadow Wood Association) and Property Owners on the basis of a formula. The formula shall apply to all residential Units and all non-residential Units constructed or to be constructed within The Brooks which are subject to this Declaration.

(a) Residential Units. A residential Unit shall be assigned one pro-rata share of the total budget of Joint Property Expenses. Unimproved residential property subject to this Declaration shall be assigned the number of Units assigned to the area by the Declarant prior to the sale of such Unit to a third party.

(b) Non-residential Units. Non-residential Units shall be assigned "Equivalent Units" to allocate contribution liabilities for Joint Property Expenses. Each non-residential Unit shall be allocated one Equivalent Unit for each for each 3,000 square feet of floor area, measured to the exterior face of walls including access halls and facilities, and excluding areas for vehicular storage. If the floor area of a Unit exceeds that increment for allocation of a Equivalent Unit by one half or more, the Equivalent Units allocated to such Unit shall be rounded up. If the floor area of a Unit does not exceed that increment for allocation of a Equivalent Unit by one half, the Equivalent Units allocated to such Unit shall be rounded down. Notwithstanding the foregoing, all Units shall be allocated at least one Equivalent Unit. Unimproved non-residential Units subject to the Declaration not owned by Declarant shall be allocated one Equivalent Unit for each 3,000 square feet of floor area, adjusted as set forth above, which has been assigned to the Unit by the Declarant prior to the sale of such Unit to a third party. Unimproved non-residential Units subject to the Declaration owned by Declarant shall be assigned one Equivalent Unit for each 3,000 square feet, adjusted as set forth above, of proposed floor area, according to the following table:

C-1 - 14,000 square feet per acre of Developable Land;

C-2 - 12,250 square feet per acre of Developable Land;

C-3 - 3,000 square feet per acre of Developable Land.

The designations "C-1," C-2," and "C-3" refer to those land uses permitted within The Brooks pursuant to the zoning classifications for The Brooks, as such may be amended from time to time. A non-residential Unit shall be assigned one pro-rata share of the total budget of Joint Property Expenses for each Equivalent Unit contained within such Unit.

In determining each Association Entity's or Property Owner's share of the Joint Committee Expenses, the sum of the Units or Equivalent Units within the jurisdiction of such Association Entity or comprising the Unit owned by a Property Owner shall be divided by the total number of residential Units and non-residential Equivalent Units subject to this Declaration on the date the budget is established. The quotient, stated in terms of a percentage, shall establish each Association Entity's or Property Owner's Contribution for the Joint Property Expenses.

Each Association Entity or Property Owner shall pay the Joint Property Expenses for the residential and non-residential Units subject to its jurisdiction. Prior to the beginning of each fiscal year, the Shadow Wood Association shall send each Association Entity and each Property Owner not subject to an Association Entity a notice of annual Contribution for its share of the Joint Property Expenses based on the foregoing formula. The notice of annual Contribution shall be adjusted to reflect any excess or deficiency in the budget prepared for the immediately preceding year as compared to actual expenses for that period and any unreimbursed costs incurred by the Shadow Wood Association during the previous fiscal year to collect amounts due hereunder. The notice of Contribution shall be the total annual Contribution payable by the Association Entity or Property Owner to the Shadow Wood Association.

4.3. Payment of Contributions. Within 30 days of receipt of written notice of an annual Contribution, the Association Entities and Property Owners shall pay to the Shadow Wood Association the entire amount due; provided, however, the board of directors of the Shadow Wood Association may provide that such Contribution may be paid in installments. The Contribution due from Shadow Wood Association shall be included in its annual budget of common expenses. Any Contribution delinquent for a period of more than 30 days shall incur a late charge in such amount as the Board may from time to time reasonably determine (subject to the limitations of Florida law), interest (not to exceed the highest rate allowed by Florida law) on the principal amount due, all costs of collection (including attorney's fees), and any other amounts provided or permitted by law. In the event that any Contribution remains unpaid after 90 days, the Shadow Wood Association may institute suit to collect a money judgment for such amounts. Disputes over the payment of Contributions shall not be subject to the dispute procedures of Section 3.4, and any claim, grievance, or dispute shall be an Exempt Claim from the alternative dispute resolution procedures set forth in the Shadow Wood Association Declaration. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, and then to delinquent Contributions.

4.4. Recordkeeping. The Shadow Wood Association shall maintain or cause to be maintained full and accurate books of account with respect to the performance of its responsibilities hereunder. The books and records and related financial statements shall be made available for inspection and copying upon request by any of the boards of directors of the Association Entities or by a Property Owner during normal business hours. Copying charges shall be paid by the Person requesting copies. If an Association Entity or Property Owner desires to have the records audited, it may do so at its expense, and the Shadow Wood Association shall

cooperate by making available to the auditors the records, including all supporting material (e.g., check copies, invoices, etc.), for the year in question.

If the amount of actual expenses for the year is disputed after the audit, the Shadow Wood Association and the Association Entity or Property Owner requesting the audit shall cause a second audit to be performed by a mutually acceptable auditor and the decision of the second auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by the Shadow Wood Association by five percent or more, the Shadow Wood Association shall pay the entire cost of the second auditor. If the amount as determined by the second auditor varies from the amount asserted by the Shadow Wood Association by two percent or less, the Association Entity or Property Owner requesting the audit shall pay the entire cost of the second auditor. Otherwise, the cost of the second auditor shall be shared equally by the Shadow Wood Association and the Association Entity or Property Owner. Variances shall be taken into account in the following year's budget as provided in Section 4.2.

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Article V
DECLARANT'S RIGHTS

5.1. Jurisdiction. Declarant may from time to time subject to the provisions of this Declaration all or any portion of the property described on the Master Plan by filing a supplemental declaration in the Public Records of Lee County, Florida, describing the additional property to be subjected, or by referencing the obligations of the covenants and agreements of this Declaration in an Association Declaration which binds property subject to its jurisdiction. Any property which is now or hereafter subject to an Association Declaration shall automatically be deemed subject to this Declaration. Non-residential property of a Property Owner may be subject to this Declaration by supplemental declaration, reference in the deed conveying such property to the Property Owner, or supplemental declaration. A supplemental declaration filed pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

The Declarant's right to expand the community pursuant to this Section shall expire when all property described on the Master Plan has been subjected to this Declaration or 40 years after the recording of this Declaration in the Public Records, whichever is earlier. Until then, the Declarant may transfer or assign this right to any Person who is the owner or developer of a portion of the real property described in the Master Plan. Any such transfer shall be memorialized in a written, recorded instrument executed by Declarant. Nothing in this Declaration shall be construed to require the Declarant or any successor to subject additional property to this Declaration or to develop any of the property described on the Master Plan in any manner whatsoever.

The Declarant reserves the right to amend this Declaration, so long as it has a right to submit additional property for the purpose of removing any portion for any reason. Such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn, if not the Declarant. If the property is Common Area of an Association Entity, the Association Entity shall consent to such withdrawal.

5.2. Right to Create a Joint Committee. So long as the Declarant owns any property described on the Master Plan, Declarant hereby reserves the right to form a "joint committee" to maintain the Joint Property. Thereafter, the Association Entities and Property Owners may form a joint committee with the consent of each member. If a joint committee is established, the Declarant or the Shadow Wood Association shall assign all of the rights and obligations of the Shadow Wood Association with respect to the Joint Property, as such rights and obligations are set forth in this Declaration, to the joint committee. The joint committee shall be a Florida not-for-profit corporation whose members shall be the Association Entities and Property Owners subject to this Declaration. If created, all easements in favor of the Shadow Wood Association set forth in this Declaration, a supplemental declaration, or any Association Declaration shall be assigned and pass to the benefit of the joint committee. Control of the joint committee shall be reserved to the Declarant for as long as it deems necessary to facilitate the orderly development of The Brooks. After development of The Brooks has been completed, control of the joint committee shall pass to a board of directors, the members of which shall be one or more representatives from each of the boards of directors of each Association Entity and proportional representation from the Property Owners.

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Article VI
GENERAL

6.1. Notice. Any notice provided for in this Declaration shall be served personally or shall be mailed by registered or certified mail to the president or secretary of the Shadow Wood Association, the Association Entity, or the Property Owner, as applicable. All such notices shall, for all purposes, be deemed delivered (a) upon personal delivery to the party or address specified above or (b) on the third day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

6.2. Enforcement. The obligations created hereunder shall inure to the benefit of, and may be enforced by, the Declarant, an Association Entity, and a Property Owner, in accordance with the dispute procedures of Section 3.4 and the dispute resolution procedures set forth in the Shadow Wood Association Declaration, or, if exempt, any means at law or in equity.

6.3. Amendment. In addition to specific amendment rights granted elsewhere in this Declaration, so long as the Declarant owns any property within the Master Plan, the Declarant may unilaterally amend this Declaration for any purpose so long as such amendment does not substantially conflict with the Master Plan; provided, however, any amendment shall not be contrary to the general scheme of development of The Brooks.

Thereafter, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the boards of directors of Association Entities and Property Owners representing at least 67% of the total number of combined Units and Equivalent Units subject to payment of Contributions. So long as the Declarant owns any property within The Brooks for development and sale in the ordinary course of business, the Declarant's consent shall be required for any amendment to this Declaration.

Amendments to this Declaration shall become effective upon recordation in the Official Record Book of Lee County, Florida, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If a Person consents to any amendment to this Declaration, it will be conclusively presumed that such Person has the authority so to consent, and no contrary provision in any mortgage or contract between such individual or entity and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

6.4. Duration. Unless terminated as provided below, this Declaration shall have perpetual duration. If Florida law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of 20 years each, unless terminated as provided below.

This Declaration shall not be terminated unless agreed upon in an instrument in writing, signed by at least a majority of the then members of the board of directors of the Shadow Wood Association and by at least a majority of the then members of each board of directors of each Association Entity, the consent of each Property Owner, and the consent of the Declarant so long as the Declarant owns any property within The Brooks for development and sale in the ordinary course of business.

6.5. Interpretation. This Declaration shall be governed by and construed under the laws of the State of Florida.

6.6. Waiver. No failure of the Shadow Wood Association, an Association Entity, or a Property Owner to exercise any power under this Declaration or insist upon strict compliance with this Declaration and no custom or practice at variance with the terms of this Declaration shall constitute a waiver of the right to demand exact compliance with the terms of this Declaration.

6.7. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

6.8. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

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6.9. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

6.10. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this ____ day of _____, 199__.

DECLARANT: LONG BAY PARTNERS, L.L.C., a Florida limited liability company

By: Bonita Bay Properties, Inc., its general partner, a Florida corporation

[CORPORATE SEAL]

By: John M. Gleeson
John M. Gleeson, Vice President/General Manger of The Brooks

Attest:
Name: Harvey R. Schestag
Title: Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of January, 1998, by John M. Gleeson, Vice President/General Manager of The Brooks for Bonita Bay Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

JOANNE JANES
MY COMMISSION # CC 347618
EXPIRES: February 10, 1998
Bonded Thru Notary Public Underwriters

By: Joanne Janes
Name: Joanne Janes

[NOTARIAL SEAL]

Title: Notary Public

Serial Number, if any: CC 347618

My Commission Expires: 2/10/98

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JOINDER OF SHADOW WOOD COMMUNITY ASSOCIATION, INC.

THE SHADOW WOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Declaration of Easements and Covenant to Share Costs for The Brooks and agrees as follows:

1. THE SHADOW WOOD COMMUNITY ASSOCIATION, INC., is the "Association" as that term is defined in the Declaration of Covenants, Conditions, and Restrictions for Shadow Wood.

2. THE SHADOW WOOD COMMUNITY ASSOCIATION, INC., joins in this Declaration for the purpose of agreeing to perform its obligations as contained herein as the same are now or hereafter amended.

WITNESSES:

THE SHADOW WOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Witness Signature Beverly M. Street

Witness Signature Shirley M. Thompson

By: John M. Gleeson, President
To be Formed.
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of January, 1998, by John M. Gleeson, President of the Shadow Wood Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.

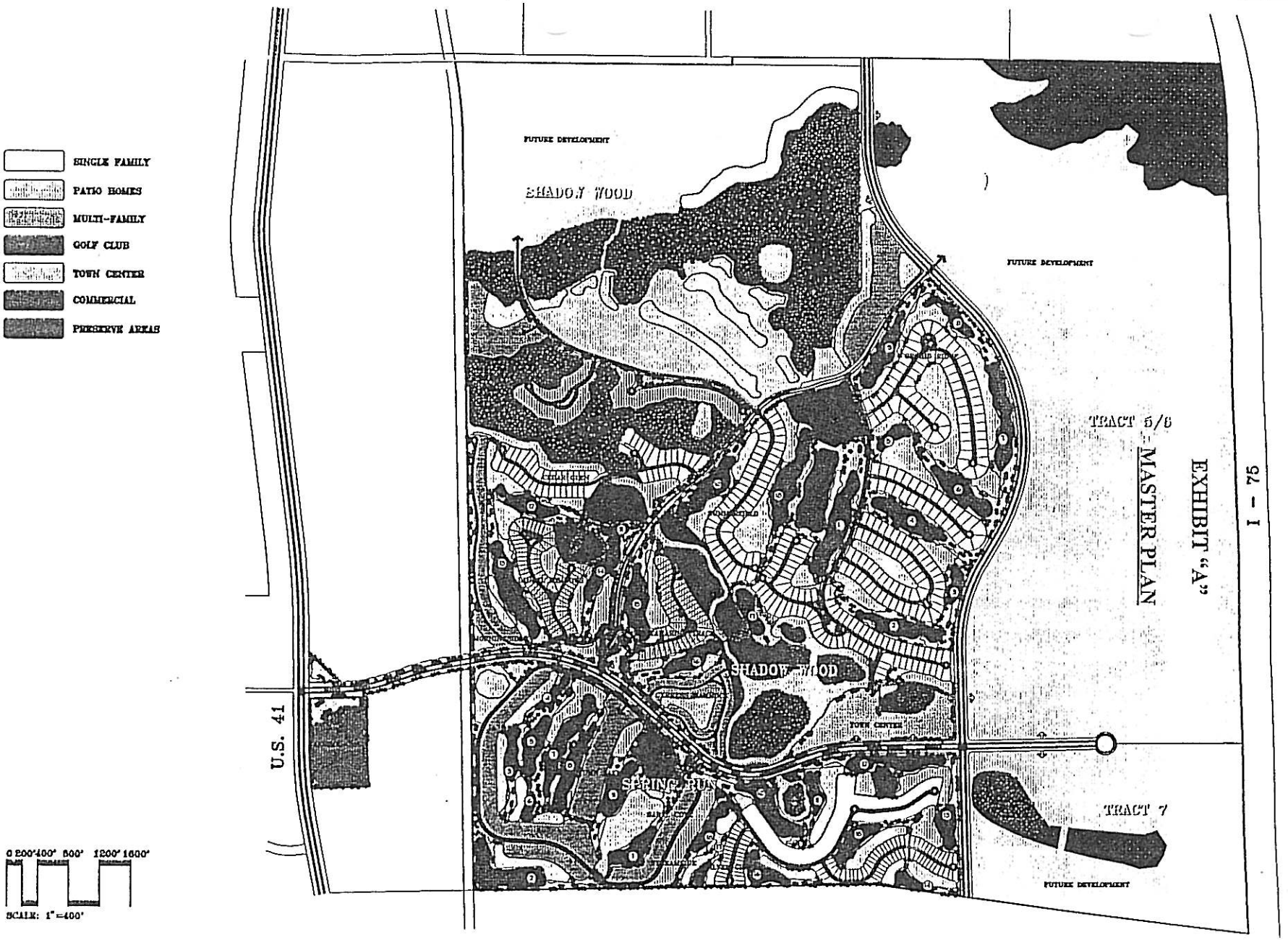
JOANNE JANES
MY COMMISSION # CC 347618
EXPIRES: February 10, 1998
Bonded Thru Notary Public Underwriters

By: Joanne Janes

Name: Joanne Janes

[NOTARIAL SEAL] Title: Notary Public

Serial Number, if any: CC 347618 My Commission Expires: 2/10/98



CONCEPTUAL MASTER PLAN

WILSON MILLER

OR2909 PG0972

THE BROOKS

EXHIBIT "B"

Description of Property Subject to this Declaration

Shadow Wood

All those tracts and parcels of land located in Sections 2, 3, 10 and 11, Township 47 South, Range 25 East, of Lee County, Florida, which are subject to that certain Declaration of Covenants, Conditions, and Restrictions for Shadow Wood, recorded on January 14, 1998, in the Public Records of Lee County, Florida, at Book 2909, Page 838, as such property is more particularly described therein and incorporated by this reference.

Spring Run

All those tracts and parcels of land located in Sections 2, 3, 10 and 11, Township 47 South, Range 25 East, of Lee County, Florida, which are now or shall in the future be subject to that certain Declaration of Covenants, Conditions, and Restrictions for Spring Run Golf Club, recorded on _____ ___, 1998, in the Public Records of Lee County, Florida, at Book _____, Page _____, as such property is more particularly described therein and incorporated by this reference.

OR2909 PG0973

EXHIBIT "C"

Diagram of Joint Property

OR2909 PG0974

CHARLIE GREEN LEE CTY, FL
98 JAN 14 AM 8:16