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Prepared by and Return To:
Joanne Janes
Bonita Bay Properties, Inc.
3451 Bonita Bay Blvd., Suite 202
Bonita Springs, FL 34134-4395

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LEE COUNTY
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Cross-References: Declaration: S JENSEN 2909
Book 2909
Page 838

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SHADOW WOOD

THIS SUPPLEMENTAL DECLARATION is made this 25th day of Oct., 2002, by Long Bay Partners LLC, a Florida limited liability company ("Declarant");

WITNESSETH

WHEREAS, on January 14, 1989, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Shadow Wood, recorded in Book 2909, Page 383, *et seq.*, of the Public Records of Lee County, Florida ("Declaration"); and

WHEREAS, pursuant to the terms of Section 9.1 of the Declaration, the Declarant may unilaterally subject additional property to the terms of the Declaration by recording a Supplemental Declaration describing the property to be subjected; and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A," attached hereto ("Property"); and

WHEREAS, the Declarant desires to submit the Property to the Declaration and the jurisdiction of the Shadow Wood Community Association, Inc. ("Association");

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Shadow Wood Community Association, Inc., in accordance with the terms of the Declaration.

Article I
Definitions

Except as otherwise provided herein, all capitalized terms shall be defined as provided in the Declaration.

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BONITA BAY
PROPERTIES, INC.

Article II
Duration

This Supplemental Declaration shall be enforceable by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Supplemental Declaration is recorded in the Public Records. After such time, this Supplemental Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by not less than 75% of the then Owners of Units subject to this Supplemental Declaration has been recorded in the Public Records within the year preceding any extension, agreeing to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall be terminated as specified in such instrument. Notwithstanding this, if any provision of this Supplemental Declaration would be unlawful, void, or voidable by reason of applicability of the rule against perpetuities, such provision shall expire 90 years after the date this Supplemental Declaration is recorded in the Public Records. Nothing in this Article shall be construed to permit termination of any easement created in this Supplemental Declaration without the consent of the holder of such easement.

Article III
Amendment

A. By Declarant. Declarant shall have the unilateral right to amend this Supplemental Declaration so long as it has the unilateral right to amend the Declaration. Provided, if such amendment would be materially adverse to the substantive rights of the Builder pursuant to or under the contractual agreement between Builder and Declarant for purchase and development of residential Units within the Property, Declarant shall obtain Builder's written approval prior to amending this Supplemental Declaration.

B. Joinder of the Association. The Association shall, not more than ten days after the request of the Declarant, join in any amendment to this Supplemental Declaration and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time request. Failure to so join and consent to an amendment, if any, by the Association shall not be cause to prevent such amendment from being made by Declarant or to affect the validity thereof.

C. Consent for Amendment. Notwithstanding anything to the contrary herein contained, no amendment to this Supplemental Declaration shall be effective which shall remove, revoke, impair, or prejudice the rights, priorities, or obligations of Declarant, the Association, any Community Development District(s), or any Mortgagee under the Declaration or the Bylaws without the specific written approval of such Declarant, Association, Community Development District(s), or Mortgagee affected thereby.

D. FNMA/FHLMC Provision. Declarant may, in its sole discretion, with the approval of no other Person, including, without limitation, any Mortgagees being required, amend this Supplemental Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the

Federal Housing Administration (FHA). Nothing contained herein shall require Declarant to make an amendment to the Declaration or this Supplemental Declaration for any purpose whatsoever.

Article IV
Conflict

In the event of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, this Supplemental Declaration shall control.

IN WITNESS WHEREOF, Long Bay Partners LLC, as the Declarant, hereby executes this Supplemental Declaration by and through its authorized representatives on the date and year first above written.

DECLARANT:

LONG BAY PARTNERS LLC, a Florida limited liability company

By: Bonita Bay Properties, Inc., a Florida corporation, its managing member

Bonnie Thinnnes
WITNESS Bonnie Thinnnes

By: John M. Gleeson
W3 John M. Gleeson, Vice President

Michael A. Jones
WITNESS Michael A. Jones

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of October, 2002, by John M. Gleeson, as Vice President for Bonita Bay Properties, Inc., a Florida corporation, on behalf of such entity, as the managing member of Long Bay Partners LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

Given under my hand and official seal this 25th day of October, 2002

My term of office expires on 2/10/06.

Joanne Jones [SEAL]
NOTARY PUBLIC Joanne Jones

