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When Recorded, Return To:  
Joanne Janes  
Bonita Bay Properties, Inc.  
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STATE OF FLORIDA

Cross Reference: Book 2909  
Page 838

COUNTY OF LEE

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
SHADOW WOOD**

THIS AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions for Shadow Wood is made this 14<sup>th</sup> day of February, 2001, by Long Bay Partners LLC, a Florida limited liability company ("Declarant").

**W I T N E S S E T H:**

WHEREAS, on January 14, 1998, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Shadow Wood, recorded in Book 2909, Page 838, *et seq.*, of the Public Records of Lee County, Florida (as amended, the "Declaration"); and

WHEREAS, pursuant to Section 19.1 of the Declaration, Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" membership (as that term is defined in the Declaration), so long as such amendment does not substantially conflict with the Master Plan (as that term is defined in the Declaration); and

WHEREAS, the Class "B" membership has not terminated; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein to clarify issues relating to Community Development Districts (as that term is defined in the Declaration); and

WHEREAS, such amendments do not substantially conflict with the Master Plan;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration as follows:

1. Section 4.1 of the Declaration is hereby amended, replaced, and superseded in its entirety and the following is substituted in its place:

4.1. General.

No structure or thing shall be placed, erected, installed, or posted on the Properties and no improvements or other work (including staking, clearing, excavation, grading, and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within the Properties, except in compliance with this Article and the Design Guidelines. No signage shall be placed, erected, installed, or displayed on any portion of the Properties except for signage installed by the Declarant or a Builder unless such signage has been approved in writing by the Reviewer.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of his or her Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structure shall be subject to approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer unless otherwise approved by the Declarant or its designee in its sole discretion.

This Article shall not apply to the activities of the Declarant, or to the activities of the Association during the Class "B" membership. Subject to Section 4.8, this Article shall apply to the activities of any Community Development District(s).

2. Article IV of the Declaration is hereby amended to add a new Section designated Section 4.8 which shall read as follows:

4.8. Activities of Community Development District(s).

Any Community Development District(s) shall not be required to obtain approval to (a) rebuild, repair, or maintain any existing structure, building, equipment, fixture, or other improvement (including, but not limited to, earthwork) in a manner which is in compliance with the original plans and specifications for such improvements; or (b) to erect, install, or construct improvements that are reasonably necessary to comply with the provisions of the Environmental Permits, any bond indenture, state law, or any contract, covenant or other agreement.

3. Section 7.10 of the Declaration is hereby amended, replaced, and superseded in its entirety and the following is substituted in its place:

7.10. Cooperation with Community Development District(s).

The Association shall have the power, and is hereby authorized, to contract with and to cooperate with any Community Development District(s) in order to ensure that their respective responsibilities are discharged. The Association is authorized to enter into agreements with any Community Development District(s) to construct, maintain, improve, replace, insure, and perform other responsibilities as may be set forth in such agreement(s) with respect to signage, landscaping, or other functions which may be performed, in whole or in part, by such Community Development District(s). The expense of such activities may be allocated pursuant to The Brooks Covenant to Share Costs, or as a Common Expense, as set forth in the agreement with the Community Development District(s). Each Owner or Builder, by owning or accepting a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and consent to the creation of one or more Community Development District(s) and to the execution of a separate document so consenting to its creation if requested to do so by the Declarant. Notwithstanding any provision of the Governing Documents, neither the Declarant, the Association, any Neighborhood Association, nor any Member shall take any action, including but not limited to the amendment of the Governing Documents, that would in any manner interfere, impede, or restrict any Community Development District(s) from complying with its obligations pursuant to the Environmental Permits, state law, any bond indenture, any contract, or other covenant or agreement, without the consent of such Community Development District(s).

4. Article XIX of the Declaration is hereby amended to add a new Section designated Section 19.5 which shall read as follows:

19.5. Consent for Amendments.

Notwithstanding anything to the contrary herein contained, no amendment to this Declaration, whether by Declarant or otherwise, may remove, revoke, impair, or prejudice the rights, priorities, or obligations of any Community Development District(s) under the Declaration or the By-Laws without the specific written approval of such Community Development District(s) affected thereby.

IN WITNESS WHEREOF, Long Bay Partners LLC, a Florida limited liability company, through its undersigned managing member, has duly executed this Declaration and affixed its corporate seal thereto as of this 14<sup>th</sup> day of Feb., 2001.

**DECLARANT: LONG BAY PARTNERS LLC, a Florida limited liability company**

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

Bonnie Thinner  
WITNESS Bonnie Thinner

Nancy A. Eckert  
WITNESS Nancy A. Eckert

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

Attest: Henry R. Schestag  
Secretary/Treasurer

Its: Secretary/Treasurer  
[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2001, by John M. Gleeson, as Vice President for Bonita Bay Group, Inc., a Florida corporation, on behalf of such entity. He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

Given under my hand and official seal this 14<sup>th</sup> day of February, 2001.

My term of office expires on 2/10/02.

Joanne Janes [SEAL]  
NOTARY PUBLIC  
Joanne Janes

516701/Shadow Wood/CA Docs/2ND amend to ccr re CDD-120800-ard

