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Shadow Wood Community Association, Inc  
9990 Coconut Road, Suite 102  
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Declaration: Book: 2909 Page: 935

**AMENDMENT TO THE BY-LAWS OF  
SHADOW WOOD COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT ("Amendment") to the By-Laws of Shadow Wood Community Association, Inc. is made by Long Bay Partners LLC ("Declarant").

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

WHEREAS, on January 14, 1998, Declarant filed those certain By-Laws of Shadow Wood Community Association, Inc., recorded in Book 2909, Page 935, *et seq.*, of the Official Records of Lee County, Florida (as amended from time to time, the "By-Laws"), which By-Laws have been duly adopted by the board of directors ("Board") of Shadow Wood Community Association, Inc. ("Association"); and

WHEREAS, pursuant to Section 6.6(a) of the By-Laws, prior to termination of the Class "B" Membership, the Class "B" Member may unilaterally amend the By-Laws for any purpose; and

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

NOW, THEREFORE, pursuant to the powers retained by Declarant as the Class "B" Member under the By-Laws, Declarant hereby amends the By-Laws as follows:

1.

Section 2.5 of the By-Laws is hereby amended by deleting the first paragraph of such section in its entirety and replacing it with the following:

2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Neighborhood Representatives shall be delivered, either personally, by electronic transmission, or by mail, to each

Neighborhood Representative entitled to vote at such meeting, and posted or published to the membership, not less than 14 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Failure to receive actual notice of a meeting of the Neighborhood Representatives shall not affect the validity of any action taken at such meeting.

2.

Section 2.11 of the By-Laws is hereby amended by deleting the last sentence of such section in its entirety. The amended Section 2.11 shall read as follows:

2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence of Neighborhood Representatives representing a majority of the total Class "A" votes in the Association shall constitute a quorum at all meetings of the Association.

3.

Section 2.13 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Neighborhood Representatives may be taken without a meeting only in an emergency situation, and only if a consent in writing setting forth the action so taken is signed by Neighborhood Representatives representing two-thirds (2/3) of the total Class "A" votes in the Association. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Neighborhood Representatives at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Neighborhood Representatives entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

4.

Section 3.4 of the By-Laws is hereby amended by deleting Section 3.4 in its entirety and replacing it with the following:

3.4. Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. Nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall be selected by the Neighborhood

Representatives at a meeting of the Neighborhood Representatives convened for such purpose. Such meeting shall be held at least 45 days prior to the annual meeting. The Nominating Committee shall consist of a Chairman and three or more Members who shall all be Neighborhood Representatives. Each Nominating Committee shall be dissolved immediately after the annual meeting at which the election takes place. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. The Nominating Committee shall announce its nominees in a written communication to the Members at least 30 days prior to the annual meeting.

On the date of such announcement, a filing period shall begin in which each nominee and any other eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes. The closing date of such filing period shall be the annual meeting.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) Election Procedures. Each Neighborhood Representative may cast all votes assigned to the Units which it represents for each position to be filled from the slate of candidates on which such Neighborhood Representative is entitled to vote. Cumulative voting is not allowed. That number of candidates which equals the number of positions to be filled and receiving the greatest number of votes shall be elected.

5.

Section 3.6 of the By-Laws is hereby amended by deleting the penultimate and last paragraphs of such section in their entirety. The amended Section 3.6 shall read as follows:

3.6. Removal of Directors and Vacancies. Any director elected by the Neighborhood Representatives may be removed, with or without cause, by the vote of Neighborhood Representatives holding at least 67% of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the

Neighborhood Representatives entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Neighborhood Representatives who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority vote of the directors, excluding the director at issue, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Neighborhood Representatives entitled to fill such directorship may elect a successor for the remainder of the term.

6.

Section 3.8 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

3.8. Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least two such meetings shall be held during each fiscal year. One such meeting shall be held after the annual Association meeting for the purpose of electing officers and another meeting shall be held to approve the annual budget. Notice of the time and place of a regular meeting shall be communicated to directors not less than seven days prior to the meeting. Notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

7.

Section 3.9 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

3.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile, computer, fiber optics or other such communication device. All such notices shall be

given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting; provided, if any special assessment will be considered at the meeting, at least 14 days' notice shall be provided. Notices given by personal delivery, telephone, or other communications device shall be delivered, telephoned, or transmitted at least 72 hours before the time set for the meeting

8.

Section 3.10 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

3.10. Waiver of Notice. Notice of a meeting shall be deemed given to any director, Neighborhood Representative, or Owner who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

9.

Section 3.11 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

3.11. Telephonic Participation in Meetings. Provided proper notice has been given as required by Florida Statutes Chapter 720, members of the Board or any committee designated by the Board may participate in a Board or committee meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence at the meeting for all purposes.

10.

Section 3.13 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

3.13. Compensation. The Association shall not compensate a director for acting as such. The Association may reimburse any director for expenses incurred on the Association's behalf if approved by a majority of the other directors. In addition, nothing herein shall prohibit the Association from compensating a director for services or supplies he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board and approved by a majority of the other directors

prior to entering into such contract. The foregoing also applies to any entity with which a director is affiliated.

11.

Section 3.15 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

**3.15. Notice to Owners; Open Meetings.** Except in an emergency, notice of Board meetings shall be published or given in a manner reasonably designed to provide notice to the Owners at least 48 hours in advance of the meeting. Such manner of publishing or giving notice shall include, but not be limited to, posting the notice at the office of the Association, distributing notice by mail, publishing the notice in a community newsletter, or providing notice through electronic transmission. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. All meetings of the Board shall be open to all Owners and Owners may speak on certain matters on the agenda, subject to reasonable rules and Florida Statutes Chapter 720. In such cases and subject to Florida Statutes Chapter 720, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

12.

Section 3.16 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

**3.16. Action Without a Formal Meeting.** Any action to be taken or which may be taken at a meeting of the directors may be taken without a meeting only in an emergency situation, and only if a consent in writing setting forth the action so taken is signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote.

13.

Section 3.18(i) of the By-Laws is hereby amended by deleting the subsection in its entirety and replacing it with the following:

**3.18. Duties.** The duties of the Board shall include, without limitation:

- (i) enforcing by legal means the provisions of the Governing Documents, Use Restrictions, and Rules and Regulations, and

bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board, in the exercise of its business judgment, determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

14.

Section 3.20 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

3.20. Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. Any contract or management agreement entered into by the Association must be fair and reasonable; provided, however, prior to the Board terminating a management agreement, the removal or termination shall be approved by a majority of the Board and Neighborhood Representatives representing two-thirds (2/3) of the total Class "A" votes in the Association. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(f), 3.18(g) and 3.18(i). The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

15.

Section 3.21 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

3.21. Accounts and Reports.

The following management standards of performance shall be followed unless the Board specifically determines otherwise by a resolution duly adopted and permitted under Florida law:

(a) accounting and controls should conform to generally accepted accounting principles;

(b) the Association's cash accounts shall not be commingled with any other accounts;

(c) neither the Association's management nor the managing agent, if any, shall accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; the Association shall benefit from anything of value received;

(d) the Association's management or the managing agent, if any, shall disclose promptly to the Board any financial or other interest which it may have in any firm providing goods or services to the Association;

(e) the Association's management or the managing agent, if any, shall prepare financial reports for the Board at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iii) a balance sheet as of the last day of the preceding period;

(iv) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(v) such other statements or reports as the Board may require;  
and

(f) an annual financial report shall be prepared after the close of the fiscal year in accordance with Florida Statutes Chapter 720. Within 10 business days following its receipt of a written request, the Board shall provide a Member or its authorized agent with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The Association may adopt reasonable written rules governing the rights of Members to review the annual financial report, including rules governing frequency, time, location, notice, records to be inspected, the manner of any such inspection, and reasonable



fees to cover costs of providing copies to the extent permitted under Florida Statutes Chapter 720.

16.

Section 3.22 of the By-Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

3.22. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain the affirmative vote or written consent of Neighborhood Representatives representing at least two-thirds of the total Class "A" votes in the Association if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 50% of the budgeted gross expenses of the Association for that fiscal year.

17.

Section 6.6 is hereby amended by deleting subsection 6.6(b) in its entirety and replacing it with the following:

6.6 Amendment.

(b) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Neighborhood Representatives representing two-thirds (2/3) of the total Class "A" votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

[Signatures set forth on the following page]

IN WITNESS WHEREOF, Long Bay Partners LLC, a Florida limited liability company, through its undersigned managing general partner, has duly executed this amendment and affixed its corporate seal thereto as of this 29 day of Dec, 2005.

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

By: Bonita Bay Properties, Inc., a Florida corporation

Patricia Roman  
WITNESS

By: John M. Gleeson  
John M. Gleeson

Diane Mussen  
WITNESS

Attest: \_\_\_\_\_

Its: VP  
[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29 day of Dec, 2005, by John Gleeson, as VP for Bonita Bay Properties, Inc., a Florida corporation, on behalf of such entity. He is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand and official seal this 29 day of Dec, 2005.

My term of office expires on \_\_\_\_\_.



Diane Mussen [SEAL]  
NOTARY PUBLIC  
Diane Mussen  
Printed Name  
\_\_\_\_\_  
Commission No. \_\_\_\_\_