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**NOTICE OF MEETING OF THE BOARD OF DIRECTORS
OF
TRACT B OF SHADOWWOOD PROPERTY OWNERS ASSOCIATION, INC.**

Notice is hereby given to all Members of Tract B of Shadowwood Property Owners Association, Inc. of the following meeting of the Board of Directors of the Association:

DATE: June 18, 2016
TIME: 5:00 p.m.
LOCATION: 4188 SKYWAY DR NAPLES

At the meeting, the Association's Board of Directors will be voting on a motion to take the actions required by Florida law to continue in effect for another thirty (30) years the provisions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Tract B of Shadowwood, originally recorded in Official Records Book 1380, Page 2248 et seq., of the Public Records of Collier County, Florida, which Declaration applies to Tract B of Shadowwood. In the absence of these actions, these provisions may expire through the operation of law. The following Statement of Marketable Title Action is required by Chapter 712, Florida Statutes to be contained in this Notice:

STATEMENT OF MARKETABLE TITLE ACTION

TRACT B OF SHADOWWOOD PROPERTY OWNERS ASSOCIATION, INC. (the "ASSOCIATION") has taken action to ensure that the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Tract B of Shadowwood, originally recorded in Official Records Book 1380, Page 2248 et seq., of the Public Records of Collier County, Florida, as amended and/or restated from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes to be recorded in the Public Records of Collier County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Note: Approval of said action by at least two-thirds (2/3) of the members of the Association's Board of Directors is required.

TRACT B OF SHADOWWOOD
PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Joy Epperly

Name: Joy Epperly

Title: Treasurer Tract B

This instrument was prepared by
and after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

AMENDED AND RESTATED

DECLARATION OF COVENANTS, RESTRICTIONS,

EASEMENTS, CHARGES AND LIENS

FOR TRACT B OF SHADOWWOOD

Substantial changes have been made to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Tract B of Shadowwood. Refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Tract B of Shadowwood recorded in Official Records Book 1380, Pages 2248, et seq., of the Public Records of Collier County, Florida, and all amendments and restatements thereto, for the original text.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR TRACT B OF SHADOWWOOD

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR TRACT B OF SHADOWWOOD (this "**Amendment**") is made and executed this ____ day of _____, 2016, by TRACT B OF SHADOWWOOD PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"). This Amendment has been joined and consented to by WING SOUTH, INC., a Florida not-for-profit corporation ("**Wing South**") as the owner of the Additional Property (as defined herein) for the purpose set forth herein.

WITNESSETH:

WHEREAS, The Rookery Limited, a Florida limited partnership, and Naples Inter-Monetary, Inc., a Florida corporation originally recorded that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens for Tract B of Shadowwood in Official Records Book 1380, Page 2248 of the Public Records of Collier County, Florida (the "**Declaration**") to subject the real property described therein to certain protective covenants, conditions, restrictions, and other provisions; and

WHEREAS, the real property which was known as Tract B of Shadowwood and subject to this Declaration was originally legally described as composite Exhibit "A"(comprised of Exhibit pages "A-1" and "A-2") to the Declaration;

WHEREAS, one the primary purpose of this Amendment is the addition of real property to the scope of the Declaration; and

WHEREAS, Article IX, Section B of the Declaration provides that the "Declaration may be amended from time to time at any regular or special meeting of the members called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of seventy-five (75%) of the members"; and

WHEREAS, the Association desires to amend the Declaration, and seventy-five (75%) of the members have consented to, approved and ratified this Amendment at a special meeting of the members called in accordance with the By-Laws; and

WHEREAS, the additional property to be added is that certain real property legally described on Exhibit "A-3" attached hereto and made a part hereof (the "**Additional Property**"); and

WHEREAS, Wing South has executed a joinder and consent to this Amendment (which is attached hereto) to confirm its agreement to subject the Additional Property to the terms of the Declaration, as amended.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Properties (which shall hereinafter include the Additional Property) shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and to the covenants, restrictions, easements, charges and liens hereinafter set forth. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of all present and future Owners. The acquisition of fee simple title to a Lot, or any ownership interest in any of the Properties, or the lease, occupancy, or use of any portion thereof, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.

ARTICLE I
DEFINITIONS

- A. **"Association"** shall mean and refer to the TRACT B or SHADOWWOOD PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit.
- B. **"The Property" or "the Properties"** shall mean and refer to all such real property as is subject to this Declaration and which is described in composite Exhibit "A" (comprised of Exhibits "A-1", "A-2", and "A-3") to this Declaration. The **"Additional Property"** is legally described on Exhibit "A-3" to this Amendment. The Additional Property shall be subject to the terms of the Declaration except to the extent provided herein.
- C. **"Lot"** shall mean and refer to the eleven (11) single family parcels of real estate originally situated upon the Property as described and identified in Exhibit B attached hereto and made, by reference, a part hereof and/or or the five (5) single family lots created by that certain Wing South Airpark Extension subdivision plat recorded, or to be recorded, in the Public Records of Collier County, Florida (the **"Plat"**) for development on the Additional Property. The five (5) single family lots created by the Plat are referred to herein as the **"New Lots"**. There shall be a total of sixteen (16) Lots within the Property.
- D. **"Owner"** shall mean and refer to the record owner, whether one or more persons or parties, of the fee simple title to any Lot. Every single family lot owner shall be treated for all purposes as a single owner for each lot held irrespective of whether such ownership is joint, in common, or tenancy by the entirety.
- E. **"Member"** shall mean and refer to each holder of a membership interest in the Association, as such interest as set forth in Article III of this Declaration.
- F. **"Rules"** means any and all rules and regulations promulgated by the Association pursuant to its powers under this Declaration
- G. **"Turnover"** shall mean that date upon which the developer conducts a Special Meeting of the Membership for the purposes of election of officers and directors, as set forth in Article III of the Declaration.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is all that certain plot, piece or parcel of land situate, lying and being in the County of Collier, State of Florida, being more particularly bounded and described in Exhibit A attached hereto and, by reference, made a part hereof.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- A. Membership. The Association shall have one (1) class of membership as follows:
1. The Owner of each Lot shall be a Member of the Association. Each member shall have one vote for each Lot owned by the Member.
 2. Membership shall be appurtenant to, and may not be separated from ownership of any Lot.

B. Declarant Control of Board of Directors. Notwithstanding any provision in Section A of this Article to the contrary, the Declarant shall have the right to elect or appoint a majority of the Board of Directors of the Association until the occurrence of either of the following events: (1.) one (1) year after the Declarant no longer hold the title to any Lot; or (2.) the Declarant voluntarily relinquishes its rights described herein. Upon the occurrence preceding sentence, the then existing Members shall be obligated to elect the Board and assume control of the Association.

C. Turnover. Within ninety (90) days after the happening of the events described in Section B, the Association, shall conduct a Special Meeting of the Membership (hereinafter called "Turnover Meeting") for the purpose of electing officers-and directions. Provided, however, that so long as the Developer is the owner of one Lot, the Developer shall be entitled to appoint one member to the Board of Directors.

ARTICLE IV
EASEMENTS OVER THE PROPERTIES

A. Easements. The Declarant or its successors in interest do hereby establish and create for the benefit of the Association and for all owners from time to time of the Lots on the Properties, and do hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

1. Rights to connect and make use of utility lines, wires, pipes, conduits, cable television lines, sewers and drainage lines which are located in the fifteen (15) foot nonexclusive utility easement area, which is described as the West fifteen (15) feet of the lands described in Exhibit A.
2. Rights to connect and make use of utility lines, wires, pipes, conduits, cable television lines, sewers and drainage lines which may from time to time be in or along any other area of The Properties.

3. If the lines, wires, pipes, conduits, cable television lines, sewers or drainage lines, described above, are not adequately maintained, the rights to maintain and repair the same.

B. Utility Easements. The Association shall have the right to grant non-exclusive utility easements over the west fifteen (15) feet of the Properties to such entities as shall furnish utility services to the Lots.

C. Inapplicability as to New Lots. The New Lots are being established by virtue of the recording of the Plat and, as such, the Plat contains the easements required in relation to the New Lots. As such, notwithstanding anything to the contrary herein, Article IV of the Declaration shall not apply to the New Lots.

ARTICLE V COVENANT FOR ASSESSMENTS

A. Creation of the Lien and Personal Obligations. The Declarant, for each Lot owned by it within The Properties, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges and any special assessments as shall be fixed, established and collected from time to time by the Association. All sums assessed by the Association, but unpaid, together with such interest thereon as is hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, as hereinafter provided, shall be a personal obligation of the person who was the owner of such Lot at the time when the assessment fell due.

B. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of The Properties as a community, including, but not limited to, the enforcement of the restrictions set forth in this Declaration and the expenses necessary to administer and operate the Association, and the share of the entrance way and road way assessment to be paid by the Association as described in Article VIII of this Declaration.

C. Date of Commencement of Periodic Assessments. The Periodic Assessments provided for-herein shall commence as to a Lot on a date (which shall be the first day of the calendar month) following the conveyance of such Lot, (hereinafter called the Commencement Date) and shall thereafter be due on the first day of every Assessment Period.

D. Basis and Maximum Amount of Periodic Assessments. The Board, in accordance with the requirements for a change of a Periodic Assessment as provided in this Article V may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board.

E. Change in Basis and Maximum of Periodic Assessment. Subject to the limitations of Sections C hereof, and for the periods therein specified, the Board may change the maximum and basis of the assessments prospectively for any applicable period. Notice of any proposed assessment to be adopted by the Board shall be provided to the Members in accordance with Florida law.

F. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of the Lots on the Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. 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.

The Association shall, upon demand at any time, furnish to any Owner liable for such Assessment, a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. If authorized by the Board of Directors of the Association by resolution, the Association may charge a fee for the preparation of such certificates. The amount of such fee must be stated on the certificates issued by the Association.

G. Effect of Non-payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees; Resale Certificate: If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property 'in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, that no voluntary sale of any Lot shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Board of Directors not to exceed the maximum lawful rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay true outstanding assessments and/or bring an action to foreclose the lien against the property; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of preparing and filing the complaint in such action, the cost of and all attorneys' fees incident to collection whether or not suit is brought, including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and a reasonable attorney's fee to be fixed by the Court, together costs incident to the action.

H. Subordination of the Lien to Mortgages: The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon The Property is subject to assessment; provided, however, that a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the Lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such property which become due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such mortgage. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment; provided, however, that any such assessment shall be subordinate to the lien of a First Mortgagee placed upon The Properties prior to the time of the recording of such subsequent assessment lien.

I. Uniform Owner Assessments: Both annual and special assessments must be fixed at a uniform rate for all Lots.

J. Assessment of New Lots. Notwithstanding anything to the contrary in this Article V of the Declaration, no New Lot shall be subject to assessment by the Association until a principal structure has been constructed on said New Lot and said structure has received a certificate of occupancy from Collier County (or its successor). Thereafter, any such New Lot shall be subject to assessment in the same manner as all other Lots.

ARTICLE VI.
USE RESTRICTIONS

A. Building Construction:

1. No building or structure on a Lot shall be constructed, erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling. No tent, shack, shed, tiki hut or other temporary building or improvement shall be placed upon any Lot, either temporarily or permanently. Notwithstanding the foregoing, this restriction shall not apply to temporary buildings, or trailers used by Contractors in connection with construction of improvements on the property.
2. No residence shall be erected on any Lot that shall contain less than 1,400 square feet of Enclosed Living Area. Enclosed Living Area shall be determined by square feet measurement of the main residence, excluding porches, breezeways, carports, airplane hangars or garages. Stilt houses are not permitted.
3. The maximum height of the residence shall be two (2) stories above the finished grade of the Lot or from the minimum base flood elevation required by County Ordinance, whichever is greater.
4. Each residence shall contain an enclosed automobile garage sufficient in size so as to house at least two vehicles. No garage shall be converted to any other use without the approval of the Association.
5. No existing building or structure shall be moved onto a Lot.
6. No building or structure not attached to the main building shall be permitted on any Lot.
7. No outdoor Storage shall be permitted on any Lot.
8. Each residence may include one attached airplane hangar. Each airplane hangar shall be fully enclosed on all sides and shall include a hangar door capable of being closed. Each airplane hangar shall be located under the main roof line of the residence. It is not necessary, however, that the roof line of the residence and the roof line of the hangar be at the same elevation and a broken roof-line is acceptable. The ground square footage of the airplane hangar and the ground square footage of the enclosed garage shall not, when combined, exceed one

one hundred forty (140%) percent of the ground square footage of the enclosed living area of the residence, as such term is defined in Section 2 of this Paragraph.

9. No residence or any part thereof shall be constructed or located within the following minimum setbacks:

- a. Front Yard - 25 feet, as measured from the boundary of the Lot
- b. Side Yard - 7.5 feet, as measured from the boundary of the Lot
- c. Rear Yard - 25 feet, as measured from the boundary of the Lot or 40 feet from the center line of the airplane taxi-way located to the rear of the Lot, whichever is greater.

10. All residence construction shall be of cement block on the first level with cement, tile, or metal roof.

11. Each yard, on which a residence is constructed, shall be landscaped and sodded, and timed automatic, pop-up sprinkler system shall be installed.

12. If a residence contains an airplane hangar, an individual taxiway from the airplane hangar to the airport taxiway adjoining the Lot must be constructed.

13. Each driveway or walkway on a Lot must be of cement, brick pavers or paverstone construction.

14. All utility connections serving a residence shall be located underground.

B. Landscaping. No weeds, high grass, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the Lot. If for any reason an owner permits such weeds, high grass, underbrush or other unsightly growths and fails to correct same after five days' notice by the Association, then the Association shall have the right to enter upon the premises and make such corrections and shall charge the owner for the cost of the corrections. Said charge, until paid, shall be a line against the Lot of the owner responsible for payment.

C. Plan Approvals:

1. No improvements, including, by way of example and not of limitation, a residence, accessory structures, or landscaping shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, unless such improvements have been reviewed by and received the written approval of the Board of Directors of the Association in accordance with subsection 2 below. Any Owner desiring to make improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Board of Directors to be qualified, showing the nature, dimensions, materials and location of the same. For purposes of this Section C, the Board of Directors may establish and appoint an architectural review committee to carry out the functions specified in this Section.

2. The Board of Directors shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Board of Directors may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. The Board of Directors may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

3. The Board of Directors shall have thirty (30) days after delivery of all required materials to give written approval or rejection of any such plans and, if written rejection is not given within such thirty (30) day period, such plans shall be deemed approved, provided however, that, in any event, no such addition, construction or alteration shall be made by any Owner which is (i) detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole and (ii) a violation of the restrictions contained herein.

4. Notwithstanding any provision in this Section to the contrary, the approval of the Board of Directors shall not be required for any additions, changes or alterations within any residence if such additions, changes or alterations are not visible from the outside of such residence. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

5. The approval of the Board of Directors of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Board of Directors of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

D. Construction Completion: When the physical construction of any residence is started, said construction shall be prosecuted diligently and completed within a reasonable time. If for any reason a building is not completed within one year from the issuance of the County Building Permit, then the Association may, after ten days' notice to the owner of record of the Lot of its intentions, enter onto the premises and take such steps as it determines are required to correct an undesirable condition; the corrective steps taken shall be in the discretion of the Association, and may serve aesthetic, nuisance abatement, or other reasonable purposes. The owner in fact of the Lot shall be liable for all costs incurred in such action and the total costs thereof will be a lien of his Lot, which lien may be foreclosed in the manner provided by law.

E. Antennae. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section

1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Board of Directors to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae.

F. Parking. Except for required service or deliveries, no owner shall park or permit to be parked, either on any Lot or within a street or taxi-way adjacent to the Lot, any vehicle designed or used for commercial purposes or containing exterior advertising matter; any swamp buggy, stock car, or other vehicle not normally used for highway travel; or any boat, trailer, or camper, except when such motor vehicle, boat, trailer, or camper is parked or stored within an enclosed garage.

G. Trash and Garbage. Garbage containers, lawn trimmings and trash stored for pickup shall comply with garbage and trash collection service rules. With the exception of garbage and trash property stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on any Lot. Except when put out for pickup, garbage containers shall be screened from view from the road.

H. Signs. No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a lot by an owner except one sign of not more than two square feet in area, containing the name and address of the owner. This provision shall not bar any owner from use of customary advertising and informational signs while the owners Lot is being offered for sale or resale.

I. Pets. Normal household pets; provided they are not kept, bred or maintained for any commercial purpose, may be kept on a Lot or in the residence on a Lot. All other animals are prohibited.

J. Exterior Appliances. All exterior appliances, containers and/or equipment used in supplying of fuel, water softeners or air conditioning and the like or in the disposing of refuse shall be so situated so that the same shall not detract the value of adjoining property or constitute a nuisance thereto.

K. Drying Lines. No outdoor drying lines or apparatus for the drying of laundry will be permitted on any lot except one folding drying pole not exceeding six feet in height, which shall be screened from view from the street. No outdoor laundering will be permitted.

L. Electrical Devises. Any electronic devise which would interfere with aircraft communication shall not be permitted within the Properties.

M. Aircraft Usage. Any owner or resident who shall own aircraft shall see that such aircraft are properly and securely tied down on the parcel owned by Wing South Airpark Private Villas, Inc., located adjacent to the Property or in a hangar. No aircraft shall be parked on any Lot which does not contain an airplane hangar, the plans for which were approved by the Association. Any aircraft owner

shall maintain public liability insurance in an amount as shall be reasonably determined by the Association. All aircraft usage must conform to the rules promulgated by the FAA and by the runway owner. No repairs to any aircraft shall be permitted on any Lot outside of the enclosed airplane hangar. In addition, no aircraft engine oil changes shall be permitted on any Lot outside of the enclosed airplane hangar.

N. Nuisances:

1. No nuisance shall be allowed upon the Property nor shall any use of or practice be allowed which is a source of annoyance or which interferes with the peaceful possession and proper use of the Property by the members.

2. No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof and all valid laws, zoning ordinances, regulations of all governmental bodies having jurisdiction thereon shall be observed.

ARTICLE VII.
USE OF AIRPORT RUNWAY

By virtue of a Settlement Agreement dated July 30, 1986 in Case number 83-2032-CA-01, a copy of which is attached hereto as Exhibit E, the airport runway and taxi-way at Shadowwood is owned by Wing South Airpark Private Villas, Inc., a Florida Corporation, not-for-profit, hereinafter referred to as "Wing South". Under this Settlement Agreement the owner of any Lot subject to this Declaration has the right (until such time as registered users does not exceed available aircraft parking spaces) , but not the obligation, to become a registered owner/runway of the airport runway and taxi-ways in the manner set forth in the Settlement Agreement. A registered owner/runway user must pay an application fee to Wing South and must pay to Wing South a periodic assessment to cover a portion of the annual budget for the operation and maintenance of the runway in the manner provided in the Settlement Agreement.

ARTICLE VIII.
ROADWAY AND ENTRANCEWAY

A. Assessment by Wing South for Road Way and Entrance Way. Access to the Properties is provided by an easement of ingress and egress described in the Settlement Agreement, attached as Exhibit E to this Declaration, and as contained in a grant of easement from Wing South dated February 27, 1987 and recorded in OR Book 1253 at Page 1118 of the Public Records of Collier County, Florida. Under this Settlement Agreement the owners of the Lots subject to this Declaration are required to pay a portion of the costs necessary to maintain the roadway and entrance way as described in the Settlement Agreement. The Association shall pay to Wing South a portion of the total annual budget for maintenance of the road way and entrance way, as described in the Settlement Agreement, the numerator of which shall be eleven (11) and the denominator of which shall be the total number of residential family units as are constructed (or for which Collier County Building Permits have been issued) as are contained within the ShadowWood Planned Unit Development (including on the New Lots) and as are contained in the Wing South Airpark Private Villas, Unit 1, a Condominium. The foregoing numerator shall increase by one each time a residence is constructed on a New Lot and shall ultimately be sixteen (16) following completion of construction of residences on all New Lots. The Association shall budget this assessment as part of its annual budget and shall collect sufficient funds to pay this assessment from the Lot owners as a part of the periodic assessment of the Association provided for in Article V of this Declaration.

B. Damage to Road Way During Construction. In the event that any road way described in the Settlement Agreement is damaged during the course of construction of any residence or improvement on a Lot subject to this Declaration, such damage shall be promptly repaired by the owner of said Lot upon written notice of such damage directed to the Lot owner from either Wing South or the Association. The expense of such repair shall be borne by the owner of the Lot. In the event that such repair is not made within sixty (60) days after said written notification, the Association shall make such repair and shall record a lien against the Lot for the full amount of the expenditures necessary to make such repair. Such lien shall bear interest at the highest lawful rate of interest and may be enforced in the same manner as a lien filed by the Association for unpaid assessments as set forth in Article V of this Declaration.

ARTICLE IX. GENERAL PROVISIONS

A. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to, the Association and the owners of single family lots on The Property; and any owner may grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject to the Rules and Regulations of the Board of Directors, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

B. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, any member, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for the term of twenty-five (25) years from the date this Declaration is recorded. After which time said covenants and restrictions shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by 2/3rds of the owners has been recorded, agreeing to change said covenants and restrictions in whole or in part. This Declaration may be amended from time to time at any regular or special meeting of the members called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of seventy-five (75%) percent of the members.

C. Enforcement. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

D. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

E. Administration. The administration of the Association shall be in accordance with the provisions of the Association's Articles of Incorporation and By-Laws which are made a part of this Declaration and attached hereto as Exhibits "C" and "D", respectively.

F. Severability. Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or Court order shall in no wise affect any of the remaining provisions hereof, and the same shall continue in full force and effect.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]