

THIS INSTRUMENT WAS PREPARED BY,  
AND AFTER RECORDING RETURN TO:  
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**CERTIFICATE OF AMENDMENT**

**DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS  
OF  
CATALINA AT WINKLER**

I, the undersigned President of Catalina at Winkler Homeowners' Association, Inc., hereby certify that on February 13, 2020, at a duly-called and properly-noticed meeting of the Association members at which a quorum was present, the following amendments to the Declaration of Covenants, Restrictions, Conditions and Easements were approved by the required percentage of voting interests of the Association.

**See Exhibit A attached hereto for amendments.**

Dated this 25 day of February 2020.

Witnesses:

Kristi A. Valentine  
By: Kristi A. Valentine

Bharna Johnson, CAM  
By: Bharna Johnson, CAM

**CATALINA AT WINKLER HOMEOWNERS'  
ASSOCIATION, INC.**

[Signature]  
By: Erica Uliasz  
Association President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of February, 2020, Erica Uliasz as President of Catalina at Winkler Homeowners' Association, Inc.



[Signature]  
Signature of Notary Public

Print Name: Gina M Serrano

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

**AMENDMENTS  
TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS  
OF  
CATALINA AT WINKLER**

Additions are underlined.

Deletions are ~~stricken through~~.

**Amendment No. 1 to Article XIII, Declaration of Covenants, Restrictions, Conditions and Easements**

**ARTICLE XIII  
OCCUPANCY, LEASE AND TRANSFER RESTRICTIONS**

In order to foster a safe, stable, residential community and prevent a transient atmosphere, the occupancy, leasing, and ownership of Homes shall be restricted as provided in this Article.

**Section 1. Guest Occupancy.** A guest is a person who is not the owner or a lessee of a Home, and is not a member of the owner's or lessee's family, who nevertheless is physically present in, or resides in the Home on a temporary basis, at the invitation of the owner or lessee, without paying valuable consideration. "Temporary" means no longer than thirty (30) cumulative days in any twelve (12) month period. The occupancy of any individual intending to reside in a Home for more than thirty (30) days shall be subject to the same application and approval restrictions as set forth below.

**Section 2. Leasing of Homes; Application and Approval.** All leases of Homes must be in writing. An owner may lease only his entire Home, and then only in accordance with this section, after receiving the written approval of the Association. An owner may not rent or lease a Home during the first twelve (12) months of ownership. The lessee must be a natural person and not a legal entity, trustee or agent.

A Home shall be used only as a Single Family residence. As used in the governing documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping unit, which of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. Occupancy in Homes, except for temporary occupancy by vesting Guests, shall not exceed two (2) persons per bedroom (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, dens and the like).

**(A) Notice by the Owner.** An owner intending to lease his Home shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the first day of occupancy under the lease. The written notice must contain the name and address of the proposed lessee and other occupants, a fully executed copy of the proposed lease agreement and such other information as the Board may reasonably require. The Board may require a criminal history check and personal interview with the proposed lessee and any proposed occupant of the Home as a pre-condition to lease approval.

**(B) Board Action.** After the required notice and all information or interviews requested have been provided, the Board shall have thirty (30) days in which to approve or disapprove the proposed lease, lessee and occupants. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the owner.

**(C) Disapproval.** A proposed lease, lessee and occupants shall be disapproved for the following reasons:

**(1)** The prospective lessee or any other occupant has been convicted of, pled nolo contendere or guilty to a felony involving violence to persons, property, or pets, a felony demonstrating dishonesty or a moral turpitude (including the use, possession or distribution of a controlled substance), a violent felony or a sexual criminal offense of any kind;

**(2)** The owner, ~~or~~ prospective lessee, or any other occupant gives false or incomplete information to the Board as part of the application and approval procedure, or the required transfer fees and/or security deposit is not paid;

**(3)** The owner fails to give proper notice to the Board of Directors of his intention to lease his Home; ~~or~~

**(4)** The owner has a history of leasing his Home without obtaining approval, or leasing to troublesome occupants and/or refusing to control or accept responsibility for the occupancy of his Home;

**(5)** The owner or the real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applications inadequately or recommending undesirable lessees, or entering into leases without prior Association approval;

**(6)** The owner has owned the Home for less than twelve (12) months;

**(7)** The owner is delinquent in the payment of Assessments, fines, charges, or other monetary obligations due to the Association at the time the application is considered;

**(8)** The prospective lessee or any other occupant evidences a strong probability of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

**(9)** The prospective lessee or any other occupant, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

**(10)** The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the community; or

**(11)** The prospective lessee or any other occupant has a history of conduct which evidences disregard for the rights and property of others. By way of example, but not limitation, a lessee taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Declaration and Rules and Regulations of the Associating and may constitute grounds for denial.

**(D) Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Board, in its discretion may approve or disapprove the lease, lessee and/or occupants. Any lease entered into without approval may, in the discretion of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee and occupants with seven (7) days' notice, without securing consent to such eviction from the owner.

**(E) Application; Assessments.** Application for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying assessments to the Association may not be delegated to the lessee.

**(F) Committee Approval.** To facilitate this approval process during times when many of the members are not in residence, the Board of Directors may, by resolution, delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members.

**Section 3. Term of Lease and Frequency of Leasing.** No Home may be leased for a term of less than six (6) months. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted without submitting to the application and approval process set forth herein. No subleasing, assignment of lease rights, or rent sharing is allowed.

**Section 4. Occupancy During Lease Term.** No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guest may occupy the Home. The total number of overnight occupants of a leased Home is limited to two (2) persons per bedroom.

**Section 5. Occupancy in Absence of Lessee.** If a lessee is absent from the Home for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the Home and may have house guests subject to all the restrictions set forth herein. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Home.

**Section 6. Regulation by Association.** All of the provisions of the Declaration and the Rules shall be applicable and enforceable against any person occupying a Home pursuant to a lease or as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the provisions of the Declaration and Rules, acknowledging the Association's authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Home be paid to the Association until all past due and current obligations of the

Association have been paid in full, including but not limited to all past due Assessments, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expense of collection.

**Section 7. Fees and Deposits Related to the Lease of Homes.** Whenever herein the Board's approval is required to allow the lease of a Home, the Association may charge the owner a pre-set fee for processing the application and performing criminal history checks, such fee not to exceed the maximum amount allowed by law.

i. **Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to lease or renewal or extension of thereof, to require a prospective lessee or owner place a security deposit in an amount not to exceed the equivalent of one month's rent into escrow account maintained by the Association to protect against damage to Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes.

**Section 8. Transfer of Ownership Homes.** The transfer of ownership of a Home shall be subject to the following provisions:

**(A) Forms of Ownership.**

**(1) One Person.** A Home may be owned by one natural person who has qualified and been approved as set forth below.

**(2) Two or More Persons.** Co-ownership of Homes by two or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the Home may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant", approved as set forth below. The use of the Home by other persons shall be as if the primary occupant were the only actual owner and all others are guests or lessees, subject to the restrictions, application and approval procedures set forth above. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this section. No more than one such change will be approved in any twelve (12) month period.

**(3) Ownership by Corporation, Partnerships or Trusts.** A Home may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner set forth below. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Home may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as an owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant". The use of the Home by other persons shall be as if the primary occupant were the only actual owner and all others are guests or lessees, subject to the restrictions, application and approval procedures set forth above. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this section. No more than one such change will be approved in any twelve (12) month period.

**(4) Designation of Primary Occupant.** Within thirty (30) days after the effective date of this section, each owner of a Home which is owned in the forms of ownership stated in preceding subsections (2) and (3) shall designate a primary occupant in writing to the Association. If any owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action. If the ownership of a Home is such that the designation of a primary occupant is not required, the owner may, nevertheless, choose to designate one, subject to Board approval.

**(5) Life Estate.** A Home may be subject to a life estate, either by operation of law or by a voluntary conveyance approved below. In that event, the life tenant shall be the only Association member from such Home, and occupancy of the Home shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Home. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section (2), above.

**(B) Transfers.**

**(1) Sale or Gift.** No owner may dispose of a Home or of any ownership interest in a Home by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

**(2) Devise or Inheritance.** If any owner acquires title by devise or inheritance, his right to occupy or use the Home shall be subject to the approval of the Board of Directors as set forth below.

**(3) Committee Approval.** To facilitate transfers proposed during times when many members are not in residence, the Board of Directors may delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members. The Chairperson of the committee shall be deemed a Vice-President, and as such, shall be empowered to execute Certificates of Approval on behalf of the Association.

**(C) Procedures.**

**(1) Notice to Association.**

**(a) Sale or Gift.** An owner intending to make a sale or gift of his Home or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, the names of all proposed occupants, a copy of the executed sales contract, if any, and all other information the Board may reasonably require. The Board may require a criminal history check and personal interview with any proposed, purchaser, donee or other occupant, as a pre-condition to approval.

**(b) Devise, Inheritance or Other Transfers.** The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Home subject to the provisions in this Article. The Board may require a criminal history check and personal interview with any proposed, purchaser, donee or other occupant, as a pre-condition to approval.

**(c) Failure to Give Notice.** If no notice is given, the Board of Directors, in its discretion, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a Home, such failure shall create a rebuttable presumption that the seller and the purchaser intended to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

**(2) Board Action.** Within thirty (30) days after receipt of the required notice and all information or interviews requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

**(3) Disapproval; With Good Cause.** Approval of the Association shall be withheld only for good cause. Only the following may be deemed to constitute good cause for disapproval:

**(a)** The person seeking approval has been convicted, pled nolo contendere or guilty to a felony involving violence to persons, property, or pets, a felony demonstrating dishonesty or a moral turpitude (including the use, possession or distribution of a controlled substance), a violent felony or a sexual criminal offense of any kind;

**(b)** The person seeking approval has failed to provide the information, fees or interview required to process the application in a timely manner, or provided false information has made material misstatements or withheld material/information during the application process; or

**(c)** The transaction, if a sale or gift, was concluded by the parties without having both sought and obtained the prior approval required herein.

**(d)** The Assessments, fines, charges, or other monetary obligations due to the Association have not been paid in full, unless the Association has reasonable assurances that the amounts will be paid out of the closing proceeds.

**(e)** The person seeking approval has a record of financial irresponsibility, including, without limitation prior foreclosures or bad debts such that the Board reasonably concludes that the applicant is unable to meet his financial obligations to the Association.

(f) The transfer to the person or entity seeking approval would result in that person or entity owning more than two (2) Homes in the community. Good cause for disapproval shall also exist if a partner, member or shareholder of an entity seeking approval is also a partner, member or shareholder of any other entities that already collectively own two (2) Homes in the community, or if that partner, member or shareholder already has ownership interests in two (2) Homes in the community individually.

(g) The person seeking approval has a history or disruptive behavior or disregard for the rights or property of others.

(h) The person seeking approval has evidenced an attitude of disregard for Association rules or by his conduct in this community as a lessee, owner or occupant of a Home.

**(D) Unapproved Transfers.** Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board.

**(E) Fees and Deposits Related to the Transfer of Homes.** Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Home, the Association may charge the owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association shall have the right as a condition of the transfer process to obtain a criminal history check on any applicant.