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This Instrument Prepared By:
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**DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS AND EASEMENTS**

OF

CATALINA AT WINKLER

This Declaration of Covenants, Restrictions, Conditions and Easements made by **D.R. Horton, Inc., a Delaware corporation**, whose mailing address is 1192 East Newport Center Drive, Suite 150, Deerfield Beach, Florida 33442 joined by Equity Investments, L.L.C., a Florida limited liability company, whose address is 777 South Flagler Drive., Suite 800 West, West Palm Beach, FL 33401.

WITNESSETH:

D.R. Horton, Inc. and Equity Investments, L.L.C. are the owners in fee simple of the property described in Exhibit "A" attached hereto and made a part hereof; and

(54)

D.R. Horton, Inc. has an option to Purchase from Equity Investments, L.L.C. those portions of the Property not owned by Equity.

D.R. Horton, Inc. for purposes of this Declaration will be the Declarant; and

D.R. Horton, Inc. may, but shall not be required to, construct homes upon the property described in Exhibit "A", provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth; and

Now, Therefore, Declarant hereby declares that the property described in Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property described in Exhibit "A", and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Articles" mean and refer to the Articles of Incorporation of Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "By-Laws" mean the By-Laws of Catalina at Winkler Homeowners' Association, Inc., and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 3. "Catalina at Area" means the planned community planned for development upon the property described in Exhibit "A" or any property annexed as provided herein; the said being within Lee County, Florida.

Section 4. "Common Area" means and refers to those tracts of land together with any improvements thereon, and any personal property situate thereat, which are deeded, dedicated to, or otherwise acquired by the Corporation.

Section 5. "Corporation" or "Association", means Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 6. "Declarant" means D.R. Horton, Inc., a Delaware corporation, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Lee County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 7. "Declaration" means this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. This Declaration may be referred to in any other document as "Catalina at Winkler Declaration of Covenants, Restrictions, Conditions and Easements".

Section 8. "Development Period" means the period of time until the Declarant has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to outside purchasers.

Section 9. "Home" is a single family dwelling constructed upon and including a Lot.

Section 10. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 11. "Institutional First Mortgagee" is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 12. "Lot" is a designated lot within the property described on Exhibit "A" or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 13. "Member" is every person or entity who is a Member in the Corporation.

Section 14. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 15. "Plat" is Catalina at Winkler Preserve according to the Plat thereof recorded among the Public Records of Lee County, Florida.

Section 16. "Property" is the property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation and subject to the terms of this Declaration.

Section 17. "Rules" are collectively the rules and regulations which the Board of Directors of the Corporation may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, though excluding the Common Area, and any improvements located thereon.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lee County, Florida, and is the property described in Exhibit "A", and such additions as may hereafter be brought within the jurisdiction of the Corporation and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration in the following manner:

- A. Future Phases. The Declarant shall have the right, so long as there is a Class B Membership, without any consent of the Corporation being required, to subject to this Declaration, additional properties as future phases of Catalina at Winkler. The Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant. Any such modification shall have no effect on the real property described in Exhibit "A" except as may be consistent with this Declaration.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or

entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Corporation, as hereinafter provided, and shall be subject to enforcement by the Corporation in accordance with the terms and provisions of this Declaration.

ARTICLE IV

VOTING RIGHTS

The Corporation shall have two (2) classes of voting membership:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant D.R. Horton, Inc., its successors and assigns. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) Ninety (90%) percent of the Lots have been conveyed to third-party purchasers;
- (b) December 31, 2012; or
- (c) Thirty (30) days after Declarant elects to terminate the Class B Membership.

ARTICLE V

PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Corporation, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder; the right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant to a purchaser. No such rights to mortgage shall be effective unless an instrument shall be signed by two-thirds (2/3) of the Members other than the Declarant.

(b) The right of the Corporation to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members, or to mortgage all or any part of the Common Area. No such dedication, transfer or mortgage, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes of the Class A membership and two-thirds (2/3rds) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held.

(c) The right of the Declarant or the Corporation to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common services purposes;

(d) The right of the Corporation to charge reasonable fees for the use of designated facilities (if any) on the Common Area;

(e) Existing easements and agreements of record;

(f) Easements referred to in Article X hereof;

(g) The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all Members and their family, tenants, contract purchasers and invited guests, provided there is delegation of the right of enjoyment in accordance with the By-Laws and subject to regulation from time to time by the Corporation in its Rules;

(h) Access to certain Common Area within the Property may not be obtained from an Owner=s or Member=s Lot or other Common Area or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access can not be obtained from the Owner=s or Member=s Lot, other Common Area or publicly dedicated streets or properties, the Owner or Member shall need to obtain the permission of a Lot Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner shall not have access to certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to escape liability for assessments provided for in Article VI of this Declaration; and

(i) The other provisions of this Declaration, the Articles and By-Laws.

Section 2. Title To Common Area. The Declarant hereby represents subject to the provisions of Article XV hereof, that the fee simple title to the Common Area or dedication of Common Area have been or will be conveyed or dedicated to the Corporation its successors and assigns prior to the first conveyance by Declarant to a third party purchaser, free and clear of all mortgage liens. The Corporation shall maintain the Common Area.

Section 3. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of the Declarant to transfer or convey Common Area to a CDD as provided for in Article XV herein;

(b) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property. However, nothing contained herein shall authorize either Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, By-Laws and Rules after the Class B Membership has terminated;

(c) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

(d) The Declarant shall have full rights of ingress and egress to and through, and over and about the Property, including the Common Area, during the Development Period and such additional period of time as Declarant is engaged in any construction or improvement work on or within the Property, and the Declarant shall further

have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

(e) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Corporation, to another party by the execution and recording of a proper instrument in the Public Records of Lee County, Florida. This provision shall not, however, be construed to allow Declarant to assign a membership in the Corporation in a transaction separate from ownership of a lot.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area, except for access to and from and throughout the property described in the Plat or any additions thereto.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Surface Water Management. It is acknowledged the surface water management, drainage and storage system for the Property is one integrated system, and accordingly those portions contained within the Property shall be deemed Common Area and an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the Property, provided however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. If pursuant to the permitting requirements of any governmental authority the surface water management system for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the Property. The surface water management, drainage, and storage system of the Property shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. Except as hereafter provided, the Corporation shall maintain as a regular expense the entire surface water management, drainage, and storage system for the Property, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Corporation. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Corporation will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Corporation will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Corporation will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Corporation. The Declarant, for each Lot owned by it within the Property, 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), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Corporation: (1) any regular assessments or charges; and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the capital annual budget and the amount determined necessary by the Corporation for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Corporation or property of the Corporation; and (3) any regular assessments or charges to effect payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Corporation. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, including attorneys' fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Corporation, shall be a charge on the Property and shall be a continuing lien upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments to be levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: the maintenance and operation of the entrance feature to be erected (if any) to the Property; the maintenance of the Common Area; maintenance of the wall surrounding the Property; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area, and services and facilities related to the use and enjoyment of the Common Area.

Section 3. Basis of Annual Assessments. Until December 31, 2005 the monthly assessment shall be the amount as set forth in the initial budget of the Corporation for its initial year of operation. From and after January 1, 2006, the annual assessment shall be determined by an annual budget prepared by the Corporation in accordance with the Articles of Incorporation and By-Laws of the Corporation taking into account current maintenance costs and future needs of the Corporation. The maintenance costs shall include and shall mean all operating costs of the Corporation, maintenance costs of the Common Area, payment of insurance premiums for the Common Area, payment of any personal property taxes on the Common Area. The annual assessment shall include a sum required to provide an adequate reserve fund for the maintenance, repair and replacement of the Common Area and the improvements thereon, if any, or any personal property owned by the Corporation. However, so long as there is a Class B Membership no reserves will be collected from the Declarant. Reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is guaranteeing any deficit pursuant to Section 13 herein. In the event the Corporation fails to prepare an annual budget, the annual budget for the preceding year shall be the budget for the Corporation until a new annual budget is prepared by the Corporation. Additionally, if the Corporation determined that the then existing budget does not correctly incorporate the current maintenance costs and future needs of the Corporation, then the Corporation shall have the right to prepare a new annual budget together with a schedule setting for the amount of annual assessment for each Owner.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Board of Directors of Corporation may levy in any

assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto. Notwithstanding any term or provision authorized in this Declaration to the contrary, the Declarant shall be exempt from payment any special assessment.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or semi-annual basis as determined by the Board of Directors. Payments of all assessments will be made directly to the Corporation or its designated management company and in no instance shall any mortgagees have the obligation to collect assessments.

Section 6. Quorum for Any Action Authorized Under Section 4. At each meeting called, as provided in Section 4 hereof, the presence of the meeting of Members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the earliest of the following events to occur: a) a Certificate of Occupancy being issued for a Home constructed on a Lot; or b) the occupancy by an Owner of a Home constructed on a Lot; or c) the conveyance by the Declarant of a Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Corporation shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for monthly payment of the annual assessment or assign collection rights to secure loans made to the Corporation. The Corporation shall upon demand at any time furnish a certificate in writing signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Purpose of Annual Assessments. The annual assessments levied by the Corporation shall be used exclusively for the improvement, maintenance, enhancement, and operation of the Common Area and to provide services which the Corporation is authorized or required to provide. The Corporation may establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss.

Section 9. Collection of Assessments. If any owner fails to pay any assessment, charge, or installment thereof, within ten (10) days after the due date, the Corporation shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Corporation.

A. To accelerate the balance of the annual assessment due and charge interest on such assessment or charge, from the due date until paid, at the highest rate allowed by law; and, in addition, to impose a late payment penalty which may not exceed any maximum amount as may be provided for by law.

B. To suspend the voting rights of the owner in the Corporation during the period of delinquency.

C. To file an action in equity to foreclose its lien. Unless another procedure is required by law, the lien may be foreclosed by an action brought by the

Corporation in the same manner as provided in Section 718.116 of the Florida Condominium Act, as amended from time to time, for the foreclosure of liens on condominium parcels for unpaid condominium assessments.

D. To bring an action at law for a money judgment against the owner without waiving any foreclosure rights of the Corporation.

E. To assign the right to assessment to a person or entity for collection. In any civil action brought hereunder, the Corporation shall be entitled to judgment for interests, costs and reasonable attorneys fees if it is the prevailing party.

Section 10. Special Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Corporation, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee, provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in constant monthly or quarter annual payments over a period of not less than ten (10) years.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 13. Declarant's Guarantee of Deficit. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the owner of any Lot and there is a Class B Membership, the Declarant shall not be liable for assessment against such Lot, provided that the Declarant funds any deficit in operating expenses, exclusive of reserves, cost of capital improvements and non-budgeted repairs or replacement and management fees (if the Declarant is entitled to same). For the purposes hereof, a deficit shall be computed by subtraction from said expenses (exclusive of the items described in the foregoing sentence) all assessments, contributions and other sums received or receivable by the Corporation. The Declarant may at any time commence to pay assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Corporation, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Corporation for the payment of assessments or deficits other than those that arose to prior to such time.

Section 14. Surface Water Management System. The Corporation is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system which is part of the Common Area. Fees shall be assessed and collected through annual assessments or other assessment, if necessary.

Section 15. Conservation Area. The Corporation is responsible for the maintenance and other obligations related thereto of the conservation area more particularly described in Exhibit B pursuant to the Conservation Easement attached hereto as Exhibit C. Fees to pay for said maintenance and other obligations shall be assessed and collected through annual assessments or other assessment, if necessary

ARTICLE VII

CAPITAL CONTRIBUTION

At the time of the closing of a Home pursuant to an original sale by the Declarant, each purchaser shall pay to the Declarant on behalf of the Corporation a sum equal to the aggregate of Two Hundred Fifty and No/100 (\$250.00) Dollars as the amount of working capital contribution. These monies (hereinafter called "**Capital Contribution**") shall be the Corporation=s property, and shall be held by the Corporation through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments. No refund of a Capital Contribution will be made on re-sale.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including, but not limited to, landscaping, antennas, awnings, shutters tiles on patios and sidewalks and driveway coverings) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Corporation. The Board of Directors of the Corporation shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Corporation may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Corporation may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Corporation may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Corporation of any required plans and specifications, the Board of Directors of the Corporation may postpone review of any plans submitted for approval. The Board of Directors of the Corporation shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 45-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with Metropolitan Lee County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Corporation of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Corporation, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Corporation. No member of the Board of Directors of the Corporation (or Declarant) shall be liable to any Owner or other

person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Corporation, the Corporation and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the Board of Directors of the Corporation.

(b) Within thirty (30) days thereafter, the Board of Directors of the Corporation (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Corporation finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If a noncompliance exists, Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the Board of Directors of the Corporation ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Corporation, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Corporation in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a **continuing lien** and run with the land on the Owner's Property if not paid within thirty (30) days after announcement and may be enforced in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Corporation fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variations. The Board of Directors of the Corporation may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Corporation. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Control Committee. The Board of Directors of the Corporation may assign all of its responsibilities under Article VIII to an Architectural Control Committee to be appointed by the Board of Directors of the Corporation.

Section 7. Declarant=s Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant.

ARTICLE IX

USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time as a residence of appendage to such residence, either temporary or permanent, except for temporary construction trailer of Declarant.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood within the Plat, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Corporation=s reasonable discretion.

Section 4. No livestock or poultry shall be kept, maintained, or bred in any Home or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of two (2) domestic dogs (other than pit bull dogs or other dogs which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or two (2) domestic cats shall be permitted to be maintained in the Property, provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Property shall be absolutely liable to other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property by such person or by members of his or her family, his or her guests or invitees and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. The Corporation shall have the right to promulgate Rules and Regulations relating to animals, and the right to restrict, under such Rules and Regulations any animals determined by the Board to constitute a nuisance.

Section 5. During the time period Declarant owns any Lot within the Property, no sign of any kind shall be displayed to the public view on any Lot, except one sign not larger than 3@ X 5@ and placed in one ground floor window or one second story window advertising that property is for sale or rent and except signs used by the Declarant to advertise the Property during the construction and sale of Homes. Once the Declarant has conveyed all Lots it owns within the Property, then the size of the signs can be increased to not more than 18@ x24@ to advertise that the property is for sale or rent which sign is to be placed on one ground floor window or one second story window.

Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in a sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in

the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with Metropolitan Lee County Code.

Section 7. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home. Further, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home.

Section 8. Parking. There shall be no parking on any portion of any sidewalk, grass or street within the Property. An Owner may park in the Home's garage or in the driveway on the Lot. Car covers are prohibited and license tags on all vehicles must be current. Additionally, any parking on permitted Common Area, shall be guest parking only and Lot Owner Parking any vehicle in said permitted Common Area designated as guest parking will be subject to having said vehicle towed. There shall not be parked within the Property, any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe or boat trailer. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Corporation during normal working hours or for work performed for the Declarant or the Corporation which are necessary in the development, maintenance or management of the Corporation. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. The Board of Directors of the Corporation is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section.

Section 9. No septic tanks or individual wells will be permitted on any Lot.

Section 10. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Corporation).

Section 11. Window Coverings. No external window covering, reflective or other covering or iron or decorative bars may be placed or permitted to remain on any window of any building (either interior or exterior) without the prior written approval of the Board of Directors of the Corporation.

Section 12. Flags/Banners. No flags or banners other than one (1) American Flag subject to approval (as to size and location) from the Board of Directors of the Corporation. Any permanent installed flag pole is also subject to approval (as to size, type and location) by the Board of Directors of the Corporation and shall not be mounted on any building. The foregoing two (2) sentences shall not apply to the Declarant.

ARTICLE X

EASEMENTS

Section 1. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Easements for ingress and egress and for the installation and maintenance of all utilities, surface water management and drainage facilities are reserved on and over each Lot and the Common Area. The right is also reserved to the Declarant and the Corporation to create additional utility easements by separate instrument as may be required from time to time.

Section 3. Zero Lot Line Development. In the event that a "zero lot line" Home is constructed by Declarant, each Owner of property upon which "zero lot line" construction has occurred shall have an easement over such adjacent properties as may reasonably be required for the proper maintenance of his property.

Section 4. Maintenance of Drainage Easements and Facilities. The Corporation shall have the responsibility to maintain all drainage easements, drainage facilities and

drainage pipes and equipment within the Property and the expense for same will be a common expense of the Corporation.

Section 5. Easement for Maintenance of Common Area. An Easement is reserved over the Property, including each Lot, in favor of the Corporation for maintenance of the Common Area in order that the Corporation may fulfill its maintenance obligations of the Common Area.

Section 6. Lake Maintenance Easement. The Declarant reserves to the Corporation, its successors and/or assigns and the South Florida Water Management District, a perpetual maintenance easement for maintenance of the lakes as shown on the Plat. The lake maintenance easement are for the sole purpose of maintaining the lakes and are not to be used for any other purpose.

ARTICLE XI

PROVISIONS RESPECTING HOMES

Section 1. House Maintenance. Each Lot Owner shall be responsible for maintaining and repairing the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition. Each Lot Owner shall be responsible for the maintenance, replacement or repair of all doors, exterior walls and all other portions of his Home and shall also be responsible to keep the paint on the exterior walls of the Home and the roof in a good state of repair. It will also be the duty of each Lot Owner to maintain in good repair the driveway servicing his Lot. If any Lot Owner breaches these covenants, the Corporation may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. It shall be the duty of the Corporation to maintain and cut the grass located on the Lot Owner's Lot, the cost of such grass maintenance on the Lot Owner's property being assumed by the Corporation for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Lot Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Corporation. The Corporation is hereby granted an easement over and across the Lot Owner's Lot for the purpose of maintaining and cutting the grass, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Corporation, the said consent being conditioned on the Corporation having free access to the property for the purpose of maintaining and cutting the grass.

Section 3. Irrigation. It shall be the duty of the Corporation to maintain the irrigation system. Said irrigation system will run both on Lots and Common Area. The cost of such maintenance of the irrigation system on a Lot being assumed by the Corporation for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Corporation is hereby granted an easement over and across the Lot Owner's Lot for the purpose of maintaining the irrigation system, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Corporation. A Lot Owner shall be responsible for any damage done to the irrigation system, whether on the Owner's Lot or the Common Area, caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Furthermore, an Owner may not reconfigure the irrigation system in any manner, including but not limited to any irrigation lines, pipes and heads.

ARTICLE XII

PROVISIONS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area by the Corporation, other than the granting of easements for public utilities or for other public

purposes consistent with the intended use of the Common Area; a material change in the method of determining the assessments or other charges that may be levied against an Owner; the failure of the Corporation to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Corporation for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. An Institutional First Mortgagee on any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default, and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Corporation for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Corporation against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Corporation.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be liable for any unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Corporation of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days notice to such Owner.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the terms and restrictions of this Declaration to the same extent that Declarant would be exempt from such terms or restrictions.

Section 7. Any agreement for professional management or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of a termination fee on ninety (90) days or less written notice.

ARTICLE XIII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing, be approved by the Corporation and shall provide that the Corporation shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Corporation and applicable rules and regulations, if any. Leasing of Lots and Homes shall also be subject to the prior written approval of the Corporation. The Corporation shall require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Corporation a fee of One Hundred and No/100 (\$100.00) Dollars or an amount designated by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of

less than six (6) months. The prior written approval of the Corporation for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Corporation for any sum which is required by the Corporation to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month=s rent, whichever is greater, be deposited in escrow with the Corporation to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Corporation). The number of occupants must comply with the Lee County Code regarding the size of the Home.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and By-Laws of the Corporation. The Corporation shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant or the Corporation shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Corporation or any lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys= fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Corporation, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Corporation ceases to exist, except as provided in Article XIV, Section 13 herein, any Owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Corporation and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation. So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgagee Lenders and shall become effective when executed by Declarant and recorded in the Public Records of Lee County, Florida. After the Class B Membership terminates, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than thirty (30%) percent of the Lot Owners. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or By-Laws affecting any aspect of the surface water management system must receive prior written approval of the South Florida Water Management District. Notwithstanding anything in this Declaration to the contrary, no Amendment that withdraws Property from this Declaration shall be recorded unless approved in writing by

the Lee County Attorney's Office.

Any amendments must be properly recorded in the Public Records of Lee County, Florida.

Section 5. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Corporation, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Corporation shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Compliance Committee of the Corporation, as said committee is defined in the By-Laws of the Corporation, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Compliance Committee after which the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Compliance Committee shall be submitted to the Owner by not later than fifteen (15) days after the Compliance Committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the Compliance Committee's finding are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of Twenty-Five and No/100 (\$25.00) Dollars per day not to exceed One Thousand and No/100 (\$1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violation which are of a continuing nature: a fine not in excess of Fifty and No/100 (\$50.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Corporation.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Corporation may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Corporation may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Corporation may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner;

provided, however, that the Corporation shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Corporation, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys fees incurred by the Corporation shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

Section 6. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or By-Laws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or By-Laws.

Section 7. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and By-Laws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 8. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Corporation: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 9. Declarant=s Disclaimer of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any real property now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 10. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Corporation at:

1192 East Newport Center Drive, Suite 150
Deerfield Beach, Florida 33442

(or the official address of the Corporation as may be designated from time to time.)

Section 11. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 12. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the By-Laws, the provisions of this Declaration, the Articles and the By-Laws shall control in that order.

Section 13. Transfer of Surface Water Management System. Should the Corporation cease to exist the surface water management system, property containing the surface water management system and water management portions of Common Area shall be conveyed to an agency of local government determined to be acceptable by South Florida Water Management District. If said agency of local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system and water management portions of the Common Area will be dedicated to a non-profit corporation similar to the Corporation.

Section 14. Amendments Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of Common Area shall be submitted to the South Florida Water Management District for review prior to finalization of the Amendment. The South Florida Water Management District shall determine if the proposed Amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the Amendment of the Declaration.

Section 15. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Corporation and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant shall install any landscaping or place any fill on a Lot which would adversely affect the drainage of any contiguous Lot.

Section 16. Rights of South Florida Water Management District. The South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Corporation to compel the Corporation to correct any outstanding problems with the surface water management system facilities or any mitigation or conservation areas under the responsibility or control of the Corporation.

Section 17. South Florida Water Management District Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as Exhibit "D". Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Corporation for the benefit of the Corporation.

Section 18. HOME SECURITY MONITORING SERVICES. THE CORPORATION MAY ENTER TO AN AGREEMENT WITH A SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS. THE CORPORATION MAY REFUSE ENTRY INTO THE PROPERTY BY ANY REPRESENTATIVE OF ANY SECURITY MONITORING COMPANIES OTHER THAN THE SECURITY MONITORING COMPANY WHICH HAS ENTERED INTO AN AGREEMENT WITH THE CORPORATION. DECLARANT AND THE CORPORATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 19. Cable Television. THE CORPORATION WILL HAVE THE RIGHT TO ENTER INTO AN AGREEMENT PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS. THE CORPORATION WILL FURTHER HAVE THE RIGHT TO APPROVE ONE OR MORE CABLE TELEVISION COMPANIES WHICH ARE AUTHORIZED TO PROVIDE SUCH SERVICE TO THE HOMES, AND IN THAT EVENT THE CORPORATION MAY REFUSE ENTRY INTO THE PROPERTY BY ANY REPRESENTATIVE OF ANY CABLE TELEVISION COMPANIES OTHER THAN AN APPROVED COMPANY.

Section 20. Prohibited Uses of Lakes. Notwithstanding any term or provision contained in this Declaration to the contrary, there shall be no swimming, fishing or boating of any kind on the lakes within the Property.

Section 21. Limitation of Liability of Corporation. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE CORPORATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE CORPORATION (COLLECTIVELY, THE "CORPORATION DOCUMENTS"), THE CORPORATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE CORPORATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE CORPORATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE CORPORATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

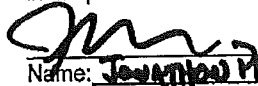
(c) ANY PROVISIONS OF THE CORPORATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE CORPORATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE CORPORATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE CORPORATION HAS BEEN DISCLAIMED IN THIS PROVISION.

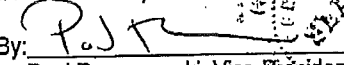
AS USED IN THIS SECTION, "CORPORATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE CORPORATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

24th IN WITNESS WHEREOF, D.R. Horton, Inc. has executed this Declaration, this day of June, 2005.

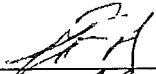
Signed, sealed and delivered
in the presence of:

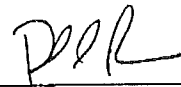

Name: Jonathan P. DeCosta

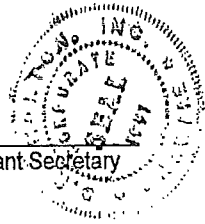
D.R. Horton, Inc.,
a Delaware corporation

By: 
Paul Romanowski, Vice-President




Name: A. Ruiz TESSA


By: Rafael Roca, Assistant Secretary



STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)
Lee

The foregoing instruction was acknowledged before me this 21st day of June, 2005, by Paul Romanowski, as Vice-President and Rafael Roca, as Assistant Secretary, of D.R. Horton, Inc., a Delaware corporation, on behalf of said Corporation. The foregoing persons identified themselves by producing their driver's license issued by the State of Florida.

My Commission Expires:



Kay Plein
Name:
Notary Public, State of Florida at Large

JOINED BY:

EQUITY INVESTMENTS, LLC, a Florida limited liability company

Charissa A. Bines
Name: CHARISSA A. BINES

David Shapiro
David Shapiro, Managing Member

A. Ross TESSAN JR
Name: A. Ross TESSAN JR

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 31st day of June, 2005, by DAVID SHAPIRO, as Managing Member of EQUITY INVESTMENTS LLC, a Florida limited liability company, on its behalf. David Shapiro is personally known to me or has produced a Florida Drivers License as identification.

My Commission Expires: 03-05-06

Brenda D. Morrow
Name: Brenda D. Morrow
Notary Public, State of Florida at Large

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JOINDER

Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, whose mailing address is 1192 East Newport Center Drive, Suite 150, Deerfield Beach, Florida 33442, hereby approves and joins in the Declaration of Covenants, Restrictions, Conditions and Easements of Catalina at Winkler and the Exhibits attached thereto, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

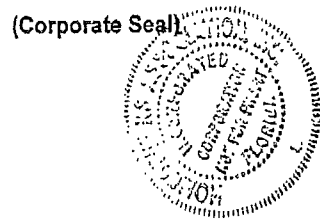
In Witness Whereof, Catalina at Winkler Homeowners' Association, Inc. has executed this Joinder on this ____ day of June, 2005.

Signed, sealed and delivered
in the presence of:

Catalina at Winkler Homeowners=
Association, Inc.

Name: [Signature]
Name: Matthew F. DiPaola

By: [Signature]
Michael Humphries, President



STATE OF FLORIDA)
)SS.
COUNTY OF BROWARD)

The foregoing instruction was acknowledged before me this __ day of June, 2005, by Michael Humphries, as President of Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well known to me.



Name: [Signature]
Notary Public, State of Florida at Large

My Commission Expires:

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EXHIBIT "A"

DESCRIPTION

Parcel in
Section 10, Township 46 South, Range 24 East
Lee County, Florida

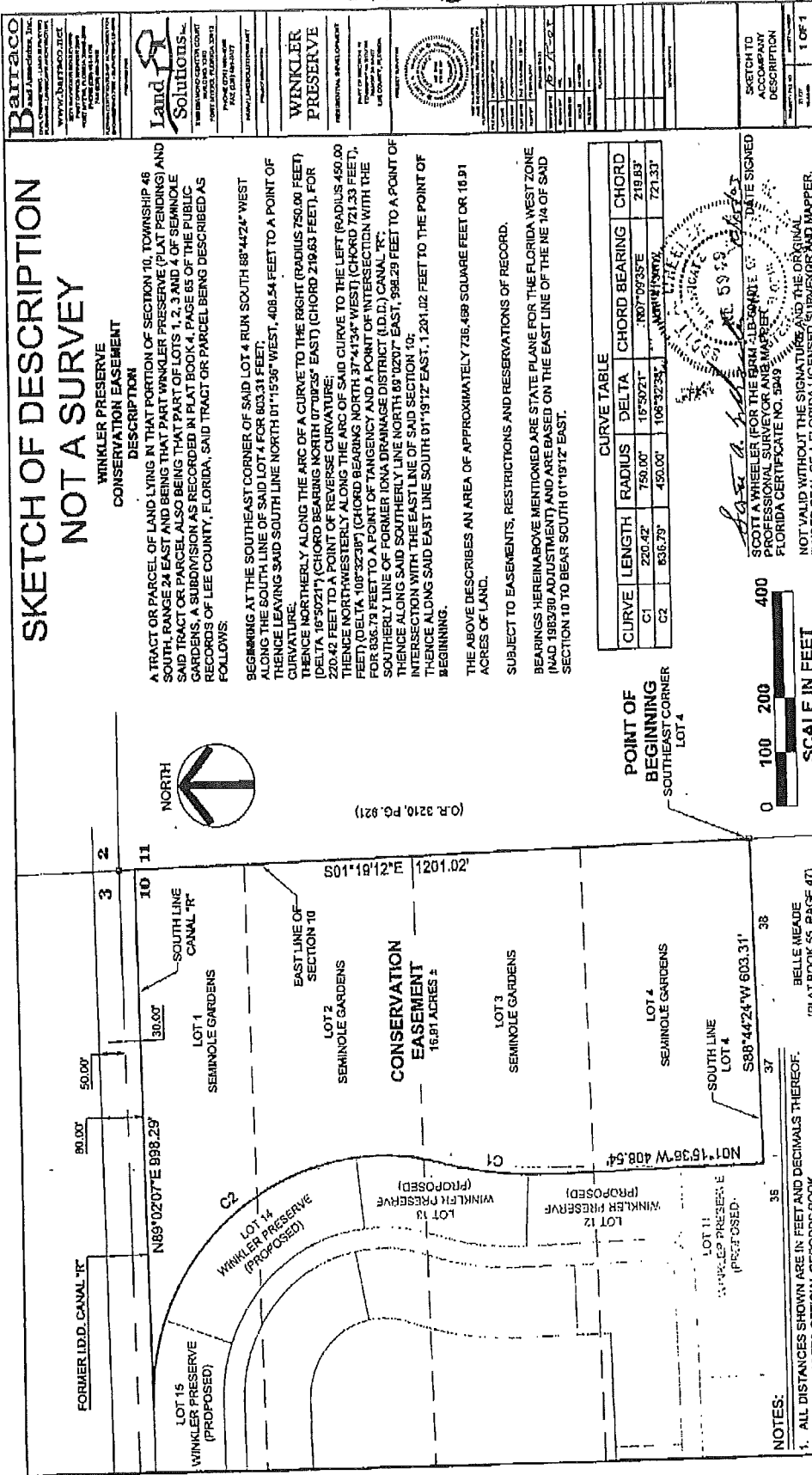
A tract or parcel of land lying in Section 10, Township 46 South, Range 24 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows: From the northeast corner of the northeast quarter (NE 1/4) of said Section 10 run $S01^{\circ}19'12''E$ along the east line of said fraction and the east line of lots 1 through 4 of SEMINOLE GARDENS as recorded in Plat Book 4, Page 65, Lee County Records, for 1,231.02 feet to the northeast corner of BELLE MEADE subdivision as recorded in Plat Book 55, Page 47, Lee County Records; thence run along the north line of said subdivision for the following courses: $S88^{\circ}44'24''W$ for 1290.25 feet; $S88^{\circ}45'10''W$ for 1345.49 feet to an intersection with the west line of said fraction; thence continue along the north line of said BELLE MEADE subdivision $S88^{\circ}44'24''W$ for 1,269.80 feet to an intersection with the east right-of-way line of Winkler Road (100.00 feet wide); thence run $N01^{\circ}17'21''W$ along said right-of-way line for 1,252.26 feet to an intersection with the north line of the northwest quarter (NW 1/4) of said Section 10; thence run $N89^{\circ}05'58''E$ along said north line for 1,269.57 feet to the southwest corner of CROWN COLONY subdivision as recorded in Plat Book 68, Page 23, Lee County Records; thence run $N89^{\circ}02'07''E$ along the south line of said subdivision for 2,635.38 feet to the POINT OF BEGINNING.

Containing 111.27 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD 1983/90 adjustment) and are based on the north line of the NE 1/4 of said Section 10 to bear $N89^{\circ}02'07''E$.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\21737 - Winkler Preserve\DESC\PLAT_desc.doc



Bairaco
and Associates, Inc.
Professional Land Surveyors
10000 W. US HWY 90, SUITE 100
FORT WORTH, TEXAS 76133
TEL: 817-335-1111
WWW.BAIRACOSURVEYING.COM

WINKLER PRESERVE
CONSERVATION EASEMENT

Land Solutions
INC.
10000 W. US HWY 90, SUITE 100
FORT WORTH, TEXAS 76133
TEL: 817-335-1111
WWW.LANDSOLUTIONS.COM

WINKLER PRESERVE
CONSERVATION EASEMENT

SCOTT A. WHEELER
PROFESSIONAL SURVEYOR AND MAPPING
FLORIDA CERTIFICATE NO. 3849
DATE SIGNED: 05/19/2017

SYSTEM TO ACCOMPANY DESCRIPTION
PAGE NO. 1 OF 1

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a DISTRICT approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

- e. Surface use except for purposes that permit the land or water area to remain in its natural condition;
 - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;
 - g. Acts or uses detrimental to such aforementioned retention of land or water areas;
 - h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.
3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.
 4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.
 5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Property.
 6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
 7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.
 8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.
 9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.
 10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

3 of 5

11. Grantor shall insert terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divest itself of any interest in the Property.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lee County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of his conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Winkler Preserve, LLC, has hereunto set its authorized hand this 26th day of May, 2004.

Signed, sealed and delivered in our presence as witnesses:

Winkler Preserve, LLC
A Florida limited liability corporation

Noelle Thibaut
Print Name: Noelle Thibaut

By: [Signature]
W. Michael Kerver, Vice President

Jennifer Martins
Print Name: Jennifer Martins

STATE OF FLORIDA
) ss:
COUNTY OF LEE

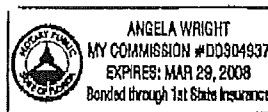
On this 26th day of May, 2004 before me, the undersigned notary public, personally appeared W. Michael Kerver, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the Vice President of Winkler Preserve, LLC, a Florida limited liability corporation, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Angela Wright
Print Name: Angela Wright

My Commission Expires:





SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

CON 24

EXHIBIT "D"

Permit No. 36-04616-P
Application No. 021220-3

November 19, 2003

WINKLER PRESERVE LLC
(WINKLER PRESERVE)
11220 METRO PARKWAY SUITE 27
FORT MYERS, FL 33912

Dear Permittee:

Enclosed is your Permit as authorized by the Governing Board of the South Florida Water Management District at its meeting on November 12, 2003.

Please note that there are pre-construction documentation requirements which must be met prior to commencement of any construction. Failure to comply with these requirements may result in formal enforcement action to force cessation of construction activities pending permit compliance.

Special Conditions to your Permit require reports to be filed with this District. Please read these Conditions and use the enclosed form(s), as applicable, for your submittal of these required reports.

Should you have any questions concerning these requirements, please feel free to contact this office.

Sincerely,

Elizabeth Veguilla
Deputy Clerk
Environmental Resource Regulation Department

Enclosures

GOVERNING BOARD

Nicolás J. Gutiérrez, Jr., Esq., Chair
Pamela Brooks-Thomas, Vice-Chair
Irela M. Bagué

Michael Collins
Hugh M. English
Lennart E. Lindahl, P.E.

Kevin McCarty
Harkley R. Thornton
Trudi K. Williams, P.E.

EXECUTIVE OFFICE

Henry Dean, Executive Director



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENVIRONMENTAL RESOURCE PERMIT NO. 36-04616-P
 DATE ISSUED: NOVEMBER 13, 2003**

FORM #0144
 Rev. 02/98

PERMITTEE: WINKLER PRESERVE LLC
 (WINKLER PRESERVE)
 11220 METRO PARKWAY SUITE 27,
 FORT MYERS, FL 33912

PROJECT DESCRIPTION: THIS APPLICATION IS A REQUEST FOR AN ENVIRONMENTAL RESOURCE PERMIT AUTHORIZING CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 111.28 ACRES OF A RESIDENTIAL DEVELOPMENT KNOWN AS WINKLER PRESERVE WITH DISCHARGE INTO WATERS OF ESTERO BAY VIA HENDRY CREEK.

PROJECT LOCATION: LEE COUNTY, SECTION 10 TWP 48S RGE 24E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 021220-3, dated October 30, 2002. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

- SEE PAGES 2 - 5 OF 8 (31 SPECIAL CONDITIONS).
- SEE PAGES 6 - 8 OF 8 (19 GENERAL CONDITIONS).

FILED WITH THE CLERK OF THE SOUTH
 FLORIDA WATER MANAGEMENT DISTRICT

ON November 17, 2003
 BY Elizabeth Vega
 DEPUTY CLERK

SOUTH FLORIDA WATER MANAGEMENT
 DISTRICT, BY ITS GOVERNING BOARD

By [Signature]
 ASSISTANT SECRETARY

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on November 13, 2008.
2. Operation of the surface water management system shall be the responsibility of WINKLER PRESERVE HOMEOWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:

Structure: S-13A
1-2.2' W X 1.7' H BROAD CRESTED weir with crest at elev. 3' NGVD.
1-X 130 deg. V-NOTCH with invert at elev. 2.5' NGVD.
400 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.
Receiving body : Hendry Creek via Iona Drainage District canal
Control elev : 2.5 feet NGVD. /2.5 FEET NGVD DRY SEASON.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. The onsite lakes should be constructed without dewatering as indicated by the applicant. Should dewatering be needed, this permit will have to be modified to include the dewatering process
9. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
10. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
11. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
12. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
13. Minimum building floor elevation: 11.0' NGVD.
14. Minimum road crown elevation: 6.0' NGVD.

15. Minimum parking lot elevation: 6.0' NGVD.
16. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project construction details and methods indicated on the attached permit Exhibits and described herein.
17. Prior to the commencement of construction, the perimeter of protected wetland/buffer zones/upland preservation areas/conservation areas shall be fenced to prevent encroachment into the protected areas. The permittee shall notify the District's Environmental Resource Compliance staff in writing upon completion of fencing and schedule an inspection of this work. The fencing shall be subject to District staff approval. The permittee shall modify the fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. Fencing shall remain in place until all adjacent construction activities are complete.
18. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.
19. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
20. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.
21. A maintenance program shall be implemented in accordance with Exhibit Nos. 29 & 30A-30D for the preserved/enhanced wetland & upland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed [5%] of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
22. If monitoring reports or other information show the preserved wetlands have been negatively affected by the permitted development in a manner that is irreversible (such as impounding the wetland and drowning the existing vegetation or a reduction in the hydroperiod resulting in the transition of wetlands into upland/transitional habitat), the permittee shall be required to submit a remediation plan within 30 days of notification by the District's Environmental Resource Compliance staff of such conditions. The remediation plan may include onsite or offsite mitigation as necessary to address any deficiencies.
23. A monitoring program shall be implemented in accordance with Exhibit Nos. 30A-30D & 31. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.

24. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 34. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
25. Although dewatering is not proposed, should dewatering be required this permit will need to be modified and no dewatering effluent shall be directed into preserved wetlands or upland buffers.
26. Prior to the commencement of construction and in conformance with the work schedule in Exhibit No. 34, the permittee shall provide an original letter of credit/bond in the amount of \$69,795 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibit Nos. 29 & 30A-30D. The letter of credit/bond shall be in substantial conformance with Exhibit No. 33A-33F. When a performance bond is established, the permittee shall also establish a standby trust fund for deposit of all payments under bond. The letter of credit/bond shall remain in effect for the entire period of the mitigation and monitoring program. Notification of the District by the financial institution that the letter of credit/bond will not be renewed or is no longer in effect shall constitute non-compliance with the permit.
27. Prior to commencement of construction in wetlands and in accordance with the work schedule in Exhibit No. 34, the permittee shall submit documentation from the Florida Department of Environmental Protection that 2.22 freshwater herbaceous credits have been deducted from the ledger for Little Pine Island Mitigation Bank.
28. A mitigation program for Winkler Preserve shall be implemented in accordance with Exhibits Nos. 29-31. The permittee shall enhance and preserve 17.60 acres of wetland and upland compensation areas. A total of 16.91 acres are preserved under conservation easement (Exhibit 32) because 0.69 acres of the preserve area lies within the IDD Canal Easement.
29. The conservation easement in accordance with Exhibit No. 32A-32F shall be recorded no later than January 31, 2004. The permittee shall provide to the District the fully executed and recorded document depicted in Exhibit No. 32A-32F to this staff report.
30. Prior to the commencement of construction resulting in wetland impacts and in accordance with the work schedule in Exhibit No. 34, the permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers. The data should also be supplied in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall be in substantial conformance with Exhibit No. 32A-32F. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.
31. The wetland conservation areas and upland buffer zones and/or upland preservation areas shown on Exhibit(s) may in no way be altered from their natural or permitted state. Activities prohibited within the conservation areas include, but are not limited to: construction or placing of buildings on or above the ground; dumping or

placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic vegetation removal; excavation, dredging, or removal of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in

accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part

of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

This Instrument Prepared By:
Juan E. Rodriguez, Esquire
ALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.
S.W. 8th Street
Suite 2550
Miami, Florida 33130

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

This First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements of Catalina at Winkler (the "First Amendment") is made and entered into this 10 day of February, 2006, by D.R. Horton, Inc., a Delaware corporation ("Declarant").

Whereas, the Declaration of Covenants, Conditions and Easements of Catalina at Winkler (the "Declaration") was recorded in Official Records Book 4787, at Pages 2258-2311 of the Public Records of Lee County, Florida by Declarant.

Whereas, the Declarant may amend the Declaration pursuant to Article XIV, Section 4, of the Declaration.

Whereas, the sole purpose of the First Amendment is to add Article XV concerning the creation of a Community Development District on the Property by Declarant.

Now, Therefore, the following amendment to the Declaration is made by Declarant, as follows:

1. Article XV of the Declaration is added as follows.

COMMUNITY DEVELOPMENT DISTRICT

Section 1. Community Development District. A Community Development District ("CDD"), as defined in Chapter 190, Florida Statutes (2005), which includes all or a portion of the Property, and may include property in addition to the Property, has been created. The CDD will manage and provide certain urban infrastructure facilities and services, and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide said facilities and services. The term "assessment" as used in this Section refers to assessments as defined in Chapter 190, Florida Statutes, not as defined in this Declaration. The CDD will be empowered to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructure which could include without limitation: drainage, water management, environmental features and utilities. The Declarant reserves the right to amend the documents in any way convenient or necessary to create or structure the CDD.

Section 2. Scope of CDD Responsibility. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities, including, without limitation, drainage, water management, environmental features and utilities.

Section 3. Taxes and Assessments. THE CDD IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR

ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE CDD. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE CDD AND ARE SET ANNUALLY BY A GOVERNING BOARD OF SUPERVISORS OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS MAY APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX OR ASSESSMENT AND MAY BE PAYABLE DIRECTLY TO THE COLLIER COUNTY TAX COLLECTOR. THE TAXES AND ASSESSMENTS OF THE CDD CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE CDD. "Assessments" as used in this paragraph refers to "Assessments" as defined in Chapter 190, Florida Statutes and not as defined in Article VI of this Declaration.

IF YOU PURCHASE A HOME IN THIS COMMUNITY, YOU WILL BE LIVING IN A COMMUNITY DEVELOPMENT DISTRICT KNOWN AS THE CATALINA AT WINKLER COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AND WILL BE SUBJECT TO ADDITIONAL COSTS. SPECIAL ASSESSMENT BONDS WILL BE ISSUED BY THE DISTRICT TO FINANCE CERTAIN COMMUNITY WIDE INFRASTRUCTURE INCLUDING DRAINAGE, WATER MANAGEMENT, ENVIRONMENTAL FEATURES AND UTILITIES.. SUCH BONDS WILL BE PAYABLE BY SPECIAL ASSESSMENTS LEVIED AGAINST ALL HOMES IN THIS DEVELOPMENT. THESE SPECIAL ASSESSMENTS WILL APPEAR ON YOUR TAX BILL EACH YEAR FOR NOT MORE THAN 30 YEARS FROM THE FIRST INSTALLMENT AS A NON-AD VALOREM ASSESSMENT. THESE SPECIAL ASSESSMENTS WILL BE IN ADDITION TO OTHER PROPERTY TAXES AND ASSESSMENTS. THE ANNUAL SPECIAL ASSESSMENT LEVIED ON EACH HOME TO PAY DEBT SERVICE ON SUCH BONDS IS ESTIMATED TO BE \$950.00 PER YEAR (\$79.17 EACH MONTH) AND THE ADMINISTRATIVE AND MAINTENANCE ASSESSMENT IS ESTIMATED TO BE \$150.00 PER YEAR (\$12.50 EACH MONTH).

THE BOARD OF SUPERVISORS OF THE DISTRICT (THE "BOARD") IS ELECTED BY THE LANDOWNERS IN THE DISTRICT. THE BOARD IS REQUIRED TO ADVERTISE ITS MEETINGS IN ADVANCE, AND ALL BOARD MEETINGS ARE REQUIRED TO BE OPEN TO THE PUBLIC. THE BOARD IS REQUIRED TO PREPARE A BUDGET EACH FISCAL YEAR AND ADOPT SAME IN AN OPEN, PUBLIC MEETING. ALL LANDOWNERS ARE INVITED TO ATTEND BOARD MEETINGS AND PARTICIPATE IN THE PUBLIC PROCESS.

Section 4. Issuance of Revenue Bonds. The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bond will be funded by ad valorem taxes on all non-exempt property within the CDD, or by the imposition of rates, user fees, special assessments or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of the bonds it issues. In addition, the CDD may secure revenue bonds by pledging the rates, fees or charges collected or to be collected by any revenue producing project. Bonds have been issued for the purpose of financing or refinancing, capital improvements, to pay off existing bonds or any other permitted use.

Section 5. Common Areas Becoming CDD Property. If the Declarant determines, subject to any governmental requirements, that it is in the best interest of the Property for any portions of the Common Areas to be owned and administered by the CDD rather than the Community Association, such portions of the Common Areas shall cease to be Common Areas, even if they have already been conveyed to the Community Association, and shall thereafter, be considered CDD property, even if legal title has not been formally transferred to the CDD. When a part of the Property becomes CDD property, the expenses in the administration and the maintenance shall be common expenses, unless the expenses are the responsibility of the CDD. If required by law, or if deemed by the Declarant to be in the best interest of the Community Association shall convey to the CDD, the legal title to any Common Area which becomes CDD property.

JOINDER

Catalina at Winkler Homeowners Association, Inc., a not-for-profit Florida corporation, whose mailing address is 1245 South Military Drive, Suite 100, Deerfield Beach, Florida 33442, hereby approves and joins in the First Amendment to Declaration of Covenants, Conditions and Easements of Catalina at Winkler, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the First Amendment.

In Witness Whereof, Catalina at Winkler Homeowners Association, Inc. has executed this Joinder on this 10 day of February, 2006.

Signed, sealed and delivered
in the presence of:

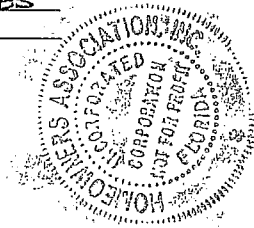
Catalina at Winkler Homeowner's
Association, Inc., a not-for-profit Florida
corporation

Stephanie Neafsey
Name: STEPHANIE NEAFSEY

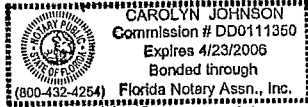
By: [Signature]
Name: MICHAEL HUMPHRIES
Title: PRESIDENT

[Signature]
Name: SASLIA AGARD

(Corporate Seal)



STATE OF FLORIDA)
 :SS.
COUNTY OF BROWARD)



The foregoing instruction was acknowledged before me this 10 day of February, 2006, by MICHAEL HUMPHRIES PRESIDENT of Catalina at Winkler Homeowners= Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well known to me or has produced a _____ to identify himself/herself.

[Signature]
Name: CAROLYN E JOHNSON
Notary Public, State of Florida at Large

My Commission Expires: 4-23-06

This Instrument Prepared By:
Juan E. Rodriguez, Esquire
DOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.
W. 8th Street
Suite 2550
Miami, Florida 33130

INSTR # 2008000006857, Pages 18
Doc Type RES, Recorded 01/09/2008 at 08:47 AM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$154.50
Deputy Clerk GWAITE
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**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS
OF CATALINA AT WINKLER**

This Second Amendment to Declaration of Covenants, Restrictions, Conditions and Easements of Catalina at Winkler (the "Second Amendment") is made and entered into this 21th day of December, 2007, by D. R. Horton, Inc., a Delaware corporation ("Declarant").

Whereas, the Declaration of Covenants, Restrictions, Conditions and Easements of Catalina at Winkler (the "Declaration") was recorded in Official Records Book 4787, at Page 2258 of the Public Records of Lee County, Florida, by Declarant.

Whereas, the Declaration was amended by Amendment to Declaration of Covenants, Restrictions, Conditions and Easements of Catalina at Winkler recorded under Instrument Number 2006000073618 of the Public Records of Lee County, Florida.

Whereas, pursuant to Article XIV, Section 4 of the Declaration, so long as there is a Class B Membership, the Declaration may be amended by Declarant.

Whereas, Class B Membership is still in existence.

Now, Therefore, the following Amendment is made by Declarant, as follows:

1. Article I, Section 1 of the Declaration is deleted and replaced with the following:

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, and all exhibits which are attached thereto, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. Copies of the Articles are attached as Exhibit "A-1".

2. Article I, Section 2 of the Declaration is deleted and replaced with the following:

Section 2. "By-Laws" shall mean and refer to the By-Laws of Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, and all exhibits which are attached thereto, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. Copies of the By-Laws are attached hereto as Exhibit "A-2".

3. Article VI, Section 16 of the Declaration is added, as follows:

Section 16. Delinquency in Payment of Assessments-Loss of Right to Use of

Common Area (Other than Roadways). In addition to the other remedies provided for in this Declaration, in the event that an Owner, other than the Declarant, is more than thirty (30) days delinquent in the payment of his or her assessments to the Association, then the Owner, his or her family, guests, invitees and tenants shall have no right to use the Common Area other than the roadways serving as Common Area. The loss of use of the Common Area described herein shall include the loss of the right of the Owner, his or her family, guests, invitees and tenants from using the Recreational Facilities serving as Common Area. Under no circumstances will the Owner, his or her family, guests, invitees and tenants be prevented from using the roadways serving as Common Area for failure to pay assessments so long as the Owner owns a Unit within the Property. Once the Owner is no longer more than thirty (30) days delinquent in the payment of his or her assessments to the Association, then the Owner and his or her family, guests, invitees and tenants shall have the right to use the Common Area including the Recreational Facilities.

4. Article VI, Section 17 of the Declaration is added as follows:

Section 17. Delinquency In Payment of Assessments-Loss of Voting Rights. In addition to the other remedies provided for in this Declaration, in the event that an Owner, other than the Declarant, is more than ninety (90) days delinquent in the payment of his or her assessments to the Association, then the Owner shall have no voting rights in the Association. Once the Owner is no longer delinquent in payment of his or her assessments to the Association, then the Owner shall again have voting rights in the Association.

5. Article XIV, Section 5 of the Declaration is deleted and replaced with the following:

Section 5. Fines and Loss of Right to Use Common Area (other than Roadways). In addition to all other remedies provided for in this Declaration, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or an Owner his family, guests, invitees and tenants may lose the right to use the Common Areas, other than the roadways, for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors of the Association, at which time the Owner shall present reasons why a fine(s) or loss of the right to use of the Common Area should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors at which time the Board of Directors shall hear reasons why a fine(s) or loss of the right to use of the Common Areas should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than fifteen (15) days after the meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: If the findings of the Board of Directors are made against the Owner, the Board of Directors may impose special assessments against the Unit owned by the Owner or impose the loss of the right to use the Common Area, other than the roadways, as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of Fifty and No/100 (\$50.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(2) Second non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(3) Third non-compliance or violation which are of a continuing nature: loss of the right to use the Common Areas other than the roadways by the Owner, his or her family, guests, invitees and tenants.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties. Once all fines are paid and the violations cured, then the Owner his or her family, guests, invitees and tenants shall be permitted to use the Common Areas.

(e) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(f) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

6. Except as amended herein, the Declaration, as amended by the First Amendment is hereby ratified and confirmed.

In Witness Whereof, D. R. Horton, Inc. has executed this Second Amendment to Declaration this 27th day of December, 2007.

Signed, sealed and delivered in the presence of:

D. R. Horton, Inc.,
a Delaware corporation

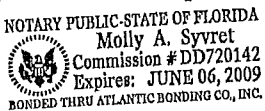
Molly A. Syvret
Name: Molly A. Syvret
Elizabeth Gallaway
Name: Elizabeth Gallaway

By: [Signature]
Name: _____
Title: Paul J. Romanowski
Vice-President

STATE OF FLORIDA)
) SS.:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 27th day of December, 2007, by Paul Romanowski, as Vice-President of D. R. Horton, Inc., a Delaware corporation, and on behalf of said corporation. Said individual is personally known to me and/or has produced a _____ as identification.

My Commission Expires:



Molly A. Syvret
Name: Molly A. Syvret
Notary Public, State of Florida at Large

JOINDER

Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, whose mailing address is 1245 South Military Trail, Suite 100, Deerfield Beach, Florida 33442, hereby approves and joins in the Second Amendment to Declaration of Covenants, Restrictions, Conditions and Easements of Catalina at Winkler, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Second Amendment to Declaration.

In Witness Whereof, Catalina at Winkler Homeowners' Association, Inc. has executed this Joinder on this 20th day of ~~December~~, 2007.
January 8

Signed, sealed and delivered
presence of:

Catalina at Winkler Homeowners
Association, Inc., a not-for-profit Florida
Corporation

Molly A. Syvret
Name: Molly A. Syvret

Elizabeth Gallaway
Name: Elizabeth Gallaway

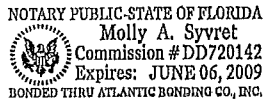
By: [Signature]
Name: Fawn Coffin
Title: PRESIDENT
(Corporate Seal)

STATE OF FLORIDA)
 lee) :SS.
(COUNTY OF BROWARD)

The foregoing instruction was acknowledged before me this 20th day of ~~December~~, 2007, by Fawn Coffin, as President of Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. Said individuals is personally known to me and/or has produced _____ as identification.

Molly A. Syvret
Name: Molly A. Syvret
Notary Public, State of Florida at Large

My Commission Expires:



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CATALINA WINKLER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on August 10, 2004, as shown by the records of this office.

The document number of this corporation is N04000007860.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Tenth day of August, 2004



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

ARTICLES OF INCORPORATION

OF

**Catalina at Winkler Homeowners' Association, Inc.,
a not-for-profit Florida corporation**

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In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617.001, of the Florida Statutes, the undersigned, acting as incorporator, hereby adopts the following Articles of Incorporation for the purposes and with the powers hereinafter mentioned, hereby certifies and sets forth the following:

First: The name of the Corporation is **Catalina at Winkler Homeowners' Association, Inc.**

Second: The Corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617 Florida Statutes, "Florida Not For Profit Act", and will be referred to hereafter as the "Corporation".

Third: The principal office and post office address of the Corporation shall be located at 1192 East Newport Centre Drive, Suite 150, Deerfield Beach, Florida 33442. The address of the Registered Office of the Corporation is the same as that of the principal office. The name of the registered agent is: Juan E. Rodriguez, who is authorized to accept service of process within this State upon the Corporation; and his address is at 80 S.W. 8th Street, Suite 2550, Miami, Florida 33130.

Fourth: The purposes for which this Corporation is formed do not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residence Lots and of the Private Property on the Property more particularly described in Exhibit "A" to the Declaration of Covenants, Restrictions, Conditions and Easements of Catalina at Winkler (the "Declaration") and such other purposes as are provided for in the Declaration. This Corporation shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Restrictions, Conditions and Easements of Catalina at Winkler, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, as the same may be amended from time to time as therein provided; said Declaration is by reference incorporated herein as is set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Corporation, including licenses, taxes or government charges levied or imposed against the property of the Corporation;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (d) To borrow money, to mortgage, pledge, encumber, or hypothecate any or all of the Corporation's real or personal property as security for money borrowed or debts incurred; and
- (e) To have and to exercise any and all powers, rights and privileges which a corporation, organized under the corporation not-for-profit law of the State

of Florida, may by law now or hereafter have or exercise.

Fifth: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation. Ownership of such Lot shall be the sole qualification for membership.

Sixth: The Corporation shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article Fifth with the exception of the Declarant (as defined in the Declaration). Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article Fifth. When more than one person hold such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant (as defined in the Declaration). The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article Fifth, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events whichever occurs earlier:

- (a) when ninety (90%) percent of the Homes and Lots have been conveyed to third party outside purchasers; or
- (b) December 31, 2012; or
- (c) Thirty (30) days after the Declarant elects to terminate the Class B Membership.

Seventh: The term for which this Corporation is to exist is perpetual.

Eighth: The affairs of the Corporation are to be managed by the following officers:

President
Vice President
Secretary
Treasurer

Ninth: The officers who are to serve until the first election of the directors are as follows:

President	Michael Humphries
Vice President	Rafael Roca
Secretary	Alice A. Allen
Treasurer	Karl Albertson

The first annual meeting of the Corporation and the first election of the Board of Directors shall be held on the first Wednesday in December, 2004, or by order of the Board of Directors at such earlier date as the Board of Directors may determine, and thereafter annual meetings of the members shall be held on the first Wednesday in December of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following. The Directors elected at the first annual meeting and at each subsequent annual meeting of the Members shall elect officers of the Corporation who will hold office until the next meeting of the Board of Directors, or until their successors are elected and qualified.

Tenth: This Corporation shall be governed by a Board of Directors consisting of not less than three (3) and no more than five (5) persons. The names and addresses of the persons who are to serve as Directors until the first annual meeting of the Members are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
1. Michael Humphries	1192 East Newport Centre Drive Suite 150 Deerfield Beach, Florida 33442
2. Rafael Roca	1192 East Newport Centre Drive Suite 150 Deerfield Beach, Florida 33442
3. Alice A. Allen	1192 East Newport Centre Drive Suite 150 Deerfield Beach, Florida 33442

Commencing with the first annual meeting of the Members and at each subsequent annual meeting of the Members of the Corporation, the Directors of the Corporation shall be elected by the Members and they will hold office in each instance until the next annual meeting of the Members or until their successors are elected and qualified. Pursuant to Article Sixth hereof, the Declarant, D.R. Horton, Inc., is a Class B Member with three votes for each unsold Lot in the Property. Directors elected by the Class B Member need not themselves be owners of homes erected on the property subject to the Declaration nor Members of the Corporation. Further, notwithstanding the number of Class B votes existing from time to time, the Declarant, D.R. Horton, Inc., shall have the right to elect all of the Directors of the Corporation until the first Wednesday in December, 2004. Thereafter the Directors of the Corporation shall be elected at the annual meeting of the Members of the Corporation, which annual meeting will be held pursuant to the provisions of the By-Laws. Vacancies in the Board of Directors shall be filled by the remaining Directors at a special meeting called for that purpose and a Director so elected shall serve until the next annual meeting of the Members of the Corporation.

Eleventh: The Board of Directors shall have all the powers and duties referred to in the Declaration and in the laws of the State of Florida respecting corporations not-for-profit. The powers of the Board of Directors shall include, but shall not be limited to the following: (a) to elect the Officers of the Corporation, (b) to administer the affairs of the Corporation, (c) to engage the services of a manager or managing agent for the Property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent, (d) to promulgate such rules and regulations concerning the operation and use of the Property, as may be consistent with the Declaration and to amend the same from time to time, (e) to provide for the maintenance and repair of the property owned by the Corporation, and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot Owners of their respective shares or all estimated expenses.

Twelfth: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended, added to or repealed by the Members of the Corporation in the manner provided for in said initial By-Laws and in conformity with the provisions and requirements of the Florida Not For Profit Act, as amended from time to time.

Thirteenth: These Articles of Incorporation may be altered, amended, changed, added to, or repealed, in the manner or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the Members of this Corporation provided that (a) the notice of the meeting is given in the manner provided in the By-Laws, and it contains a full statement of the

proposed alteration, amendment, change, addition, or repeal, and (b) there is an affirmative vote of fifty-one percent (51%) of the Members in person or by proxy of said proposed alteration, amendment, change, addition, or repeal.

Fourteenth: This Corporation shall never have or issue shares of stock nor will it ever have or provide for non voting membership.

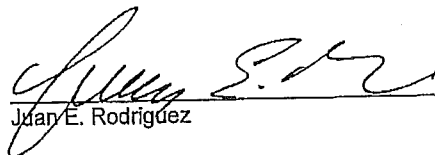
Fifteenth: The Corporation shall have all the powers set forth and described in the Florida Statutes regulating corporations not-for-profit, as amended from time to time, which are currently set forth in Chapter 617.0302 of the Florida Statutes, together with those powers conferred by the Declaration, these Articles and any and all lawful By-Laws of the Corporation.

Sixteenth: The names and address of the incorporator hereto is as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
1. Juan E. Rodriguez, Esquire	80 S.W. 8 th Street Suite 2550 Miami, Florida 33130

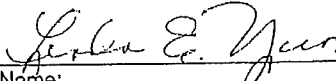
Seventeenth: Each Director and officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his having been a Director or officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view to curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duty as such Director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement shall substantially exceed the expense which might reasonably be incurred by such Director or officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right to indemnification shall be in addition to any other rights to which any such Director or officer may be entitled as a matter of law or otherwise.

The undersigned, being the incorporator herein-above named, for the purpose of forming a Corporation not-for-profit pursuant to Chapter 617, of the Florida Statutes, does hereby subscribe to these Articles of Incorporation, and have set my hand and seal this 9th day of August, 2004.

 (SEAL)
Juan E. Rodriguez

STATE OF FLORIDA)
 : SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 9 day of August, 2004, by Juan E. Rodriguez, who being duly sworn according to law, deposes and says that he is competent to contract and further acknowledges that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed. The foregoing person identified himself by producing his driver's license issued by the State of Florida.


Name: _____
NOTARY PUBLIC, State of Florida at Large

My commission expires:



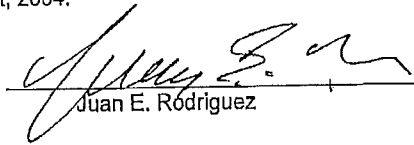
(SEAL)

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Acceptance of Service As Registered Agent

The undersigned, Juan E. Rodriguez, having been named as registered agent to accept service of process for **Catalina at Winkler Homeowners' Association, Inc.**, a not-for-profit Florida corporation, at the registered office designated in the Articles of Incorporation of said Corporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 617.023 Florida Statutes, and will comply with the provisions of all statutes of Florida relative to the performance of his duties as registered agent.

Dated this 9th day of August, 2004.



Juan E. Rodríguez

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SERIALS
DIVISION

BY-LAWS

OF

Catalina at Winkler Homeowners' Association, Inc.,
a not-for-profit Florida corporation

ARTICLE I

NAME AND LOCATION

The name of the corporation is Catalina at Winkler Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at the offices of D.R. Horton, Inc., 1192 East Newport Center Drive, Suite 150, Deerfield Beach, Florida 33442, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Articles" mean and refer to the Articles of Incorporation of Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "By-Laws" mean these By-Laws.

Section 3. "Catalina at Winkler" means the planned community planned for development upon the property described in Exhibit "A" to the Declaration or any Property annexed as provided herein; the said Catalina at Winkler being within Lee County, Florida.

Section 4. "Common Area" is the property described in the Declaration as Common Area.

Section 5. "Corporation" or "Association" means Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 6. "Declarant" means D.R. Horton, Inc., a Delaware corporation, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Lee County, Florida.

Section 7. "Declaration" is the Declaration of Covenants, Restrictions, Conditions and Easements of Catalina at Winkler, its Exhibits and all amendments thereto which Declaration is recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida.

Section 8. "Development Period" means the period of time until the Declarant has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to outside purchasers.

Section 9. "Home" is a single family dwelling constructed upon a Lot.

Section 10. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 11. "Institutional First Mortgagee" is a bank, federal savings bank, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 12. "Lot" is a designated lot within the property described on Exhibit "A" or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 13. "Member" is every person or entity who is a Member in the Corporation.

Section 14. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 15. "Plat" is Catalina at Winkler according to the Plat thereof recorded among the Public Records of Lee County, Florida.

Section 16. "Property" is the property described in Exhibit "A" to the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation and subject to the terms of this Declaration.

Section 17. "Rules" are collectively the rules and regulations which the Board of Directors of the Corporation may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, though excluding the Common Area, and any improvements located thereon.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Corporation, the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed one hundred eighty (180) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

Section 3. Voting Rights. There shall be two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Article III of the Declaration with the exception of the Declarant, D.R. Horton, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III of the Declaration. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be

exercised by the Owners as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant D.R. Horton, Inc. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III of the Declaration, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when ninety (90%) percent of the Homes and Lots have been conveyed to third party outside purchasers;
- (b) on December 31, 2012; or
- (c) Thirty (30) days after the Declarant D.R. Horton, Inc, elect to terminate the Class B Membership

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Subject to the terms and provisions contained in the Declaration, each Member shall be entitled to have a non-exclusive right and easement of enjoyment in and to the use of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspensions to the same extent as those of the Members.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Corporation shall be managed by a Board of not less than three (3) and no more than five (5) Directors.

Section 2. Election. Directors shall be elected at the annual meeting of the Members. At such annual meeting not less than one (1) and no more than three (3) directors shall be elected and they shall serve a term of two (2) years or until their successors are chosen or until removed in accordance with the Articles of Incorporation or these By-Laws..

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Corporation. In the event of death, resignations or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve until the next annual meeting of the Members.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as needed with forty-eight (48) hours prior notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Corporation, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made from the floor at the annual meeting of the Members.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the Members or their proxies may cast their vote with respect to each vacancy for as many as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Area, and to establish penalties for the infraction thereof;
- (b) To exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, which are not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, except that the directors appointed by Declarant shall not be subject to this provision; and
- (d) To employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) To supervise all officers, agents and employees of the Corporation and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:

- (1) To approve a Budget for the Corporation.
- (2) To take into account the common expenses of the Corporation; and
- (3) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated have been paid;
- (e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;
- (f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Corporation;
- (g) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) To cause the exterior of the dwellings, and the lawns, fences and walls to be maintained by the Owners (except as otherwise required by the Declaration or these By-Laws).

ARTICLE IX

COMMITTEES

Section 1. The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes, such as:

- (a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Property and shall perform such other functions as the Board, in its discretion, determines;
- (b) An Architectural Control Committee to carry out the responsibilities described in Article VIII of the Declaration.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Corporation functions, duties, activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Corporation as is further concerned with the matter presented.

ARTICLE X

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held in one of the first ten (10) days in December, 2005, or on such other date as the Board of Directors may in its judgment deems desirable or expedient, and each subsequent regular annual meeting of the members shall be held on the date fixed by the Board of Directors, and such meetings shall commence at seven o'clock, P.M. The annual meeting of the Members shall not be held on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all of the votes of the entire membership or who are entitled to vote twenty-five percent (25%) of the votes of

the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Corporation, or supplied by such Member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Action Taken Without A Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of the necessary percentage of the Members needed to take such an action. Any actions so approved shall have the same effect as though taken at a meeting of the Members.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Corporation shall be a president and a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Corporation shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or is otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and performance of such duties as the Board may, from time to time, require.

Section 5. Resignation and Removal. Any officers may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No persons shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Corporation and affix it on all papers requiring said seal; serve notice of meetings of the Board and all of the Members; keep appropriate current records showing the Members of the Corporation together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes; shall cause financial statements to be made of the Corporation's books of account at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Corporation of all books, papers, vouchers, money or other property of whatever kind in his possession or under his control, belonging to the Corporation. The Corporation shall pay all premiums for said bond.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Corporation shall, at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at a reasonable cost.

ARTICLE XIII

CORPORATE SEAL

The Corporation shall have a seal having the words Catalina at Winkler Homeowners' Association, Inc., a not-for-profit Florida corporation.

ARTICLE XIV

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter, from time to time, be adopted by the Board of Directors, shall govern the use of the Homes located in the Property and the conduct of all residents thereof:

Section 1. Restrictions. The use restrictions set forth in the Declaration. In addition, the items set forth in Article IX of the Declaration shall constitute use restrictions on the Property.

Section 2. Rules and Regulations. The Board of Directors of the Corporation shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area as the Board of Directors in its sole discretion deems appropriate or necessary, provided that such additional rules and regulations shall be consistent with the provisions contained in the Declaration, and shall be published to the membership.

ARTICLE XV

AMENDMENTS

Section 1. Procedure. These By-Laws may be amended, at a duly called regular or special meeting of the Members, by a vote of fifty-one percent (51%) of the Members present in person or by proxy, except that if at the time an amendment is proposed there are any mortgages encumbering any Lot insured by the Federal Housing Administration, guaranteed by the Veterans Administration or held by the Federal National Mortgage Corporation, then the Federal Housing Administration, the Veterans Administration or the Federal National Mortgage Corporation shall have the right to veto amendments while there is a Class B membership, otherwise said right of veto will not exist.

Section 2. Conflict with Declaration. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.