



ESTERO PRESERVE POA

Professionally managed by Broadway Association Management, LLC

Before submitting your Lease/Sales Application for processing you **MUST** have the following attached:

- Completed Application – one application per unmarried adult - **EVERYTHING** must be filled out in order to process.
- Non-refundable Application Fee - \$100.00 per unmarried adult (18 and older) - check made payable to **Broadway Association Management, LLC** (*applications will not be processed without the fee*)
- Personal References (if applicable)
- Sales or Lease Contract (signed copy)
- Other (all required documents are listed on page one of lease/purchase application)

Please do not submit partial packages. Applications are not considered received until all documentation is submitted. Incomplete applications will be reviewed and sent back. Applications **must be submitted 15 days prior to Lease Occupancy or Sales Closing,** whichever is applicable. Any application(s) submitted less than 15 days prior to the lease start date or closing, may have their start date/closing delayed.

Please submit the Complete Application to:
Broadway Association Management, LLC
12811 Kenwood Lane, Suite 103
Ft Myers, FL 33907

If you have any questions, please feel free to contact us at 239-728-6100. You may drop off your application at the Management Companies Office at 12811 Kenwood Lane, Suite 103, Fort Myers, FL 33907, Monday – Friday 8:00 am to 5:00 pm. We are closed for the lunch hour, 12:00 pm – 1:00 pm.

Incomplete applications will not be processed.

On behalf of Estero Preserve POA

Approved: _____

Disapproved: _____

*Signature of Authorized Representative
For the Board of Directors*

Date: _____

This form needs to be submitted with complete application package

**ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION
AUTHORIZATION FORM**

APPLICANTS: Most banks, financial institutions, mortgage companies and employers require your signature and name printed to verify information. If it is not your banks policy to verify by fax or verbally, please enclose a copy of your most recent bank statement, Please complete the form below:

You are hereby authorized to release to Broadway Association Management LLC any and all information they request with regards to verification of my bank account(s), credit history, residential history, criminal record history and employment verification. This information is to be used for my/our credit report and for my/our Application for Occupancy.

I/We hereby waive any privileges I/We may have with respect to the said information in reference to its release to the aforesaid party. Information obtained on this report is to be released to the Condominium Association screening committee only. PLEASE INCLUDE A COPY OF ALL DRIVER'S LICENSES.

Applicant Printed Name

Spouses Printed Name

Applicant Social Security Number

Spouses Social Security Number

Date Signed

Date Signed

X

Applicant Signature

X

Spouses Signature



ESTERO PRESERVE POA

Professionally managed by Broadway Association Management, LLC

PURCHASE/LEASE APPLICATION
Must be submitted 15 days prior to closing/occupancy

Return to: Estero Preserve POA
C/O Broadway Assoc Management
12811 Kenwood Lane #103, Ft. Myers, FL 33907
Tel. 239-728-6100 Fax: 239-274-6802

Date: _____

Unit Address: _____

Name of Current Owner: _____ Phone #: _____

Email address of current owner: _____

[] I (we) hereby apply for approval to purchase this unit.
Closing Agent _____ Phone: _____
Agents Email: _____ Closing Date: _____

[] I (we) hereby apply for approval to lease this unit. Please refer to association documents for leasing restrictions.
Lease will begin on _____ and will terminate on _____.
Leasing Agents Email: _____

[] I (we) hereby apply for approval for a lease renewal or I am a returning lessee of this unit.
Renewal will continue beginning on _____ and will terminate on _____.
Leasing Agents Email: _____

In accordance with the governing documents of the Association, this application must be submitted along with required enclosures and application fee, fifteen (15) days prior to closing/occupancy to allow for processing time. Applicants may not close or move into unit, until the Association has tendered official approval of their purchase/lease, and further, that moving in prematurely constitutes grounds for disapproval.

Separate applications must be completed for co-applicants (excludes married couples).

I (we) represent that the following information is complete and true. I (we) agree that any misrepresentation in this application will justify automatic rejection. I (we) consent to additional inquiry concerning this application, including the background, credit check and check of references below.

TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

Full Name of Applicant: _____ Date of Birth _____

Current Address: _____
Street number / name City State, Zip code

Phone #: _____ Email: _____

Current employer: _____ Position Held: _____

Employer's Address: _____ Tel. Number _____

Length of time in Position: _____ Supervisor's name _____ Monthly Income \$ _____

Citizen of U.S.? _____ If no, submit document copy of residency authorization or passport photo page.

Continue on next page for spouse. Use a separate application if other applicants are not spouse.

Full Name of Spouse: _____ Date of Birth _____

Current Address: _____
Street number / name City State, Zip code

Phone #: _____ Email: _____

Current employer: _____ Position Held: _____

Employer's Address: _____ Tel. Number _____

Length of time in Position: _____ Supervisor's name _____ Monthly Income \$ _____

Citizen of U.S.? _____ **If no, submit document copy of residency authorization or passport photo page.**

Vehicle Information: Please refer to association documents for vehicle restrictions.

Make/Model of Car: _____ Year: _____ License No. _____ State: _____

Make/Model of Car: _____ Year: _____ License No. _____ State: _____

Pet Information: Please refer to association documents for pet restrictions.

Breed: _____ Age: _____ Neutered/Spayed: [] Y [] N

Breed: _____ Age: _____ Neutered/Spayed: [] Y [] N

Please provide a picture and vaccine records for all animals that will be living in the unit.

Please list the names, relationship and age of all persons who will occupy your home in addition to the applicants above.

NAMES	RELATIONSHIP	AGE
_____	_____	_____
_____	_____	_____

Have you ever been convicted of a felony? Yes _____ or No _____
If yes, please include details _____

In case of emergency notify _____ Tel# _____ Relationship _____

Address _____ City _____ State & Zip _____

If purchasing, I am **purchasing** this home with the intention to:
 Reside in the home full time Reside here on a part time basis
 As an investment, not living in home Live part time in unit, lease it out other times

Any litigation such as evictions, suits, judgments, bankruptcies, foreclosure, etc.? Yes _____ No _____
If yes, give details and dates _____
(Please use the back of this page if more space is needed.)

I have received, read and agree to abide by the Declaration, By-laws, Amendments, Articles of Incorporation and the Rules and Regulations of the Association.

Occupancy prior to Board of Directors approval is prohibited.

I (we) have read, understood and agree to all of the statements above.

Applicant signature: _____ **Printed Name:** _____ **Date** _____

Applicant signature: _____ **Printed Name:** _____ **Date** _____

INSTR # 2010000108296, Doc Type CER, Pages 6, Recorded 04/29/2010 at 03:45 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$52.50 Deputy Clerk TKING

Return to: (enclose self-addressed stamped envelope)

Name:

Angela Tompkins, FRP

Address:

Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:

Mark F. Grant, Esq.
Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

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**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
PINE FOREST PROPERTY OWNERS ASSOCIATION, INC.**

850-617-6381

4/27/2010 4:33:44 PM PAGE 1/003 Fax Server



State of Florida
Department of State

I certify from the records of this office that ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on November 26, 2007.

The document number of this corporation is N07000011320.


I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report/uniform business report was filed on March 31, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 310A00010440-042710-N07000011320-1/1, noted below.

Authentication Code: 310A00010440-042710-N07000011320-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of April, 2010



Kurt S. Browning
Secretary of State

850-617-6381

4/27/2010 4:33:44 PM PAGE 2/003 Fax Server

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 27, 2010, to Articles of Incorporation for PINE FOREST PROPERTY OWNERS ASSOCIATION, INC. which changed its name to ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H10000093553. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N07000011320.

Authentication Code: 310A00010440-042710-N07000011320-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-seventh day of April, 2010



Kurt S. Browning
Secretary of State

INSTR # 2010000108296 Page Number: 4 of 6

850-617-6381

4/27/2010 4:33:44 PM PAGE 3/003 Fax Server



April 27, 2010

FLORIDA DEPARTMENT OF STATE
Division of CorporationsESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC.
4900 N. SCOTTSDALE ROAD
SUITE 2000
SCOTTSDALE, AZ 85251

Re: Document Number N07000011320

The Articles of Amendment to the Articles of Incorporation for PINE FOREST PROPERTY OWNERS ASSOCIATION, INC. which changed its name to ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, were filed on April 27, 2010.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H10000093553.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tracy L Lemieux
Regulatory Specialist II
Division of Corporations

Letter Number: 310A00010440

P.O BOX 6327 - Tallahassee, Florida 32314

H1000093553 3

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
PINE FOREST PROPERTY OWNERS ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.1006, Florida Statutes, Pine Forest Property Owners Association, Inc., a Florida not for profit corporation (the "**Corporation**"), document number N07000011320, adopts the following amendments to its Articles of Incorporation.

FIRST: Article I of the Corporation's Articles of Incorporation is hereby deleted in its entirety and a new Article I shall be inserted in its place to read as follows:

**ARTICLE I
NAME**

The name of the corporation shall be ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"). Its principal office address shall be at 501 North Cattlemen Road, Suite 100, Sarasota, FL 34232.

SECOND: Article III of the Corporation's Articles of Incorporation is hereby deleted in its entirety and a new Article III shall be inserted in its place to read as follows:

**ARTICLE III
PURPOSE**

The purpose for which the Association is organized is to further the interests of the Members, including, without limitation maintenance of property owned by, dedicated to or agreed to be maintained by the Association (including, without limitation, those portions of the surface water management system to be operated, maintained and managed by the Association in a manner consistent with the South Florida Water Management District permit conditions and applicable governmental regulations), and the protection of the Lots; to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Pine Forest recorded in Instrument # 2008000036927, of the Public Records of Lee County, Florida, as amended by that certain Amendment to Declaration of Covenants, Conditions, restrictions and easements for Pine Forest (n/k/a Estero Preserve) and Amendment to Bylaws of Pine Forest Property Owners Association, Inc. (n/k/a Estero Preserve Property Owners Association, Inc.) to be recorded in the Public Records of Lee County, Florida., including the establishment and enforcement of payment of Assessments and fines contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Owners and their Lots. All terms used herein that are defined in the Declaration shall have the same meaning herein as therein.

RM:7343946:1

H1000093553 3

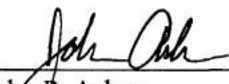
H10000093553 3

THIRD: The amendment was adopted by the Board of Directors of the Corporation on the 20th day of April, 2010.

THIRD: Members are not entitled to vote on the amendment.

Dated: April 20, 2010.

**PINE FOREST PROPERTY OWNERS
ASSOCIATION, INC.**

By: 
Name: John P. Asher
Title: President

RM:7343946:1

H10000093553 3

INSTR # 2010000181885, Doc Type AGR, Pages 10, Recorded 07/22/2010 at 12:57 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$86.50 Deputy Clerk CDOUGLAS

Return to: (enclose self-addressed stamped envelope)

Name: Joel Kopelman, Esq.

Address: Ruden McClosky P.A.
200 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301

This Instrument Prepared by:
Joel Kopelman, Esq.
Ruden McClosky P.A.
200 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of this 14 day of JULY, 2010 (the "Effective Date"), by and between TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Grantor"), whose address is 501 North Cattlemen Road, Suite 100, Sarasota, Florida 34232, and ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Grantee"), whose address is 501 North Cattlemen Road, Suite 100, Sarasota, Florida 34232.

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located in Lee County, Florida, as more specifically described in Exhibit "A", attached hereto and made a part hereof (the "Grantor's Property");

WHEREAS, Grantee is the homeowners association that has been established to administer and operate a subdivision known as "Estero Preserve" pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Pine Forrest (n/k/a as Estero Preserve) recorded as instrument 2008000036927 in the Public Records of Lee County, Florida, as amended (the "Declaration") and exhibits thereto;

WHEREAS, Grantor's property adjoins Tract A of Pine Forest, according to the plat thereof recorded as instrument # 208000061313 of the Public Records of Lee County, Florida ("Plat") which is a private entry road to Estero Preserve, and which Tract A has been dedicated to Grantee on the Plat;

WHEREAS, in connection with the development of "Estero Preserve," Grantee is desirous of placing landscaping, fencing and related improvements and signage for Estero Preserve upon the Grantor's Property as more specifically set forth herein;

RM:7461592:1

WHEREAS, Grantee has requested that Grantor grant to Grantee, its successors and assigns, an exclusive easement (subject, however, to any easement recorded in the public records of Lee County prior to this Agreement being recorded in such public records) for the purposes set forth in the preceding recitation and as set forth in this Agreement; and

WHEREAS, Grantor is willing to grant such exclusive easement requested by Grantee upon the terms and conditions hereafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and easement contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated herein by reference.

2. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, designees and contractors, an exclusive easement (subject, however, to any easement recorded in the public records of Lee County prior to this Agreement being recorded in such public records) ("Easement") over, through, across and under the Grantor's Property for the purposes of access, ingress and egress and for installing, maintaining, replacing or removing landscaping (including but not limited to grass, trees, bushes or shrubs), fencing and/or signage for the Estero Preserve subdivision and related improvements, including but not limited to, lighting, utilities, irrigation and hardscaping (collectively referred to as, "Landscaping and Signage"). The Easement granted by this Agreement shall be entitled to be used by Grantee, its designees, contractors and subcontractors, for the purposes which the Easement has been granted by this Agreement.

3. Installation and Placement of Landscaping and Signage. Grantee agrees that the Landscaping and Signage shall be designed and installed as determined solely by Grantee. Grantee, or its designees or contractors, shall be responsible for obtaining any and all permits which may be required in connection with the installation of the Landscaping and Signage (except that Grantor agrees to consent to and join in any applications which may be required in connection the procurement of any required permits for Landscaping and Signage installation as may be required by the governmental bodies having jurisdiction), and Grantee shall further be responsible for any and all costs and expenses in connection with the design, placement and installation of the Landscaping and Signage and Grantee shall maintain, repair and replace the Landscaping and Signage.

4. Maintenance, Repair, Replacement or Removal of Landscaping and Signage. Grantee shall be responsible for all maintenance, repair, replacement or removal activities with respect to the Landscaping and Signage and shall be responsible for all costs and expenses in connection therewith and utilities therefor.

RM:7461592:1

5. Covenants Running with the Land. The Easement provided for in this Agreement, and all obligations set forth in or contemplated by this Agreement, shall run with Grantor's Property in perpetuity, and will be binding on and will inure to the benefit of the parties hereto, and their respective successors, grantees, heirs, and assigns.

6. Further Assurances. The parties agree to cooperate in good faith and take such additional actions and execute and deliver such additional documents as may be necessary to consummate the transactions contemplated hereby. Further, the parties agree that the Easement contemplated hereby shall be deemed to include not only Grantor's Property but also such portions, if any, of the Grantor's property adjacent thereto as may reasonably be required for Grantee to undertake the obligations contemplated hereby.

7. Amendment. This Agreement may not be modified or amended without the prior written approval of each of the parties hereto.

8. Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

9. Captions. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto, and are not to be used in construing the provisions hereof.

10. As Is. Grantee, in accepting the Easement herein granted, acknowledges that it is being provided in "As Is" condition without representation or warranty by Grantor.

11. Notices. All notices, requests, demands, instructions, consents and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if and when (a) personally served, (b) five (5) days after being sent by first class certified or registered mail, postage prepaid, return receipt requested, or (c) one (1) business day after being sent by overnight mail by a nationally recognized express courier service, with all postage or delivery charges prepaid to the parties at the addresses set forth below, or at such other address as any of them shall hereafter specify in writing. The addresses for notices are as follows:

If to Grantor:

Taylor Morrison of Florida, Inc.
501 North Cattlemen Road
Suite 100
Sarasota, Florida 34232

If to Grantee: Estero Preserve Property Owners
Association, Inc.
501 North Cattlemen Road
Suite 100
Sarasota, Florida 34232

A party shall have the right to change its address for notice by giving notice to the other parties in the manner for providing notices as set forth in this Paragraph 11.

12. Default. In the event of default by any party, a non-defaulting party shall provide all parties hereto with written notice naming the defaulting party and stating the circumstances of alleged default, and the defaulting party shall have thirty (30) days to cure such default (or such longer time as may be reasonably necessary, provided the defaulting party proceeds with diligence to cure the default), failing which either of the non-defaulting parties shall be entitled to pursue any and all rights and/or remedies available to such non-defaulting party at law or in equity, including without limitation, specific performance, provided, however, no remedy shall result in this Agreement being terminated.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any suit, controversy, claim or dispute between the parties hereto, arising out of or relating to performance or breach of this Agreement, the prevailing party shall be entitled reasonable attorneys fees and costs throughout all trial, appellate and bankruptcy proceedings. The parties further agree that venue with respect to any legal proceedings in connection with this Agreement shall be in the applicable courts located in Lee County, Florida.

14. Entire Agreement. This Agreement represents the entire agreement pertaining to the subject matter hereof. Neither Grantee, nor Grantor, nor any of their respective agents, have made any statements, promises or agreements (orally or in writing) in conflict with the terms of this Agreement. Any and all representations and/or statements by any of the parties or their respective agents made during negotiations prior to execution of this Agreement and which are not contained in the provisions hereof shall not be binding upon any of the parties hereto.

15. Severability. In the event one or more of the provisions of this Agreement or any application thereof, shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same instrument. For the purpose of enforcement of this Agreement, facsimile signatures or signatures transmitted by electronic transmission shall be deemed to be original signatures.

RM:7461592:1

17. Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

18. WAIVER OF JURY TRIAL. GRANTEE AND GRANTOR, AND THEIR RESPECTIVE SUCESSORS AND/OR ASSIGNS, EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT TO THIS AGREEMENT.

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

RM:7461592:1

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

Signed, sealed and delivered in the presence of:

GRANTOR:

TAYLOR MORRISON OF FLORIDA, INC. a Florida corporation

[Signature]
Print Name: Wanda Andrew Bishop

By: [Signature]
Print Name: Steve Kenpton
Title: Authorized Agent

[Signature]
Print Name: Kristie Huddleston

STATE OF FLORIDA)
) SS:
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Steve Kenpton the Authorized Agent Taylor Morrison of Florida, Inc., a Florida corporation, freely and voluntarily ~~under~~ authority duly vested in him/her by said corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of July, 2010.



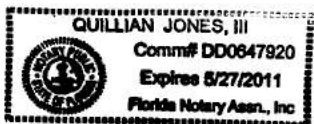
[Signature]
Notary Public
Print Name: Kristie Huddleston

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by TOM FICHTER the Secretary of Estero Preserve Property Owners Association, Inc., a Florida not-for-profit corporation, freely and voluntarily under authority duly vested in them by said corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June, 2010.



Quillian Jones, III
Notary Public
Print Name: Quillian Jones, III

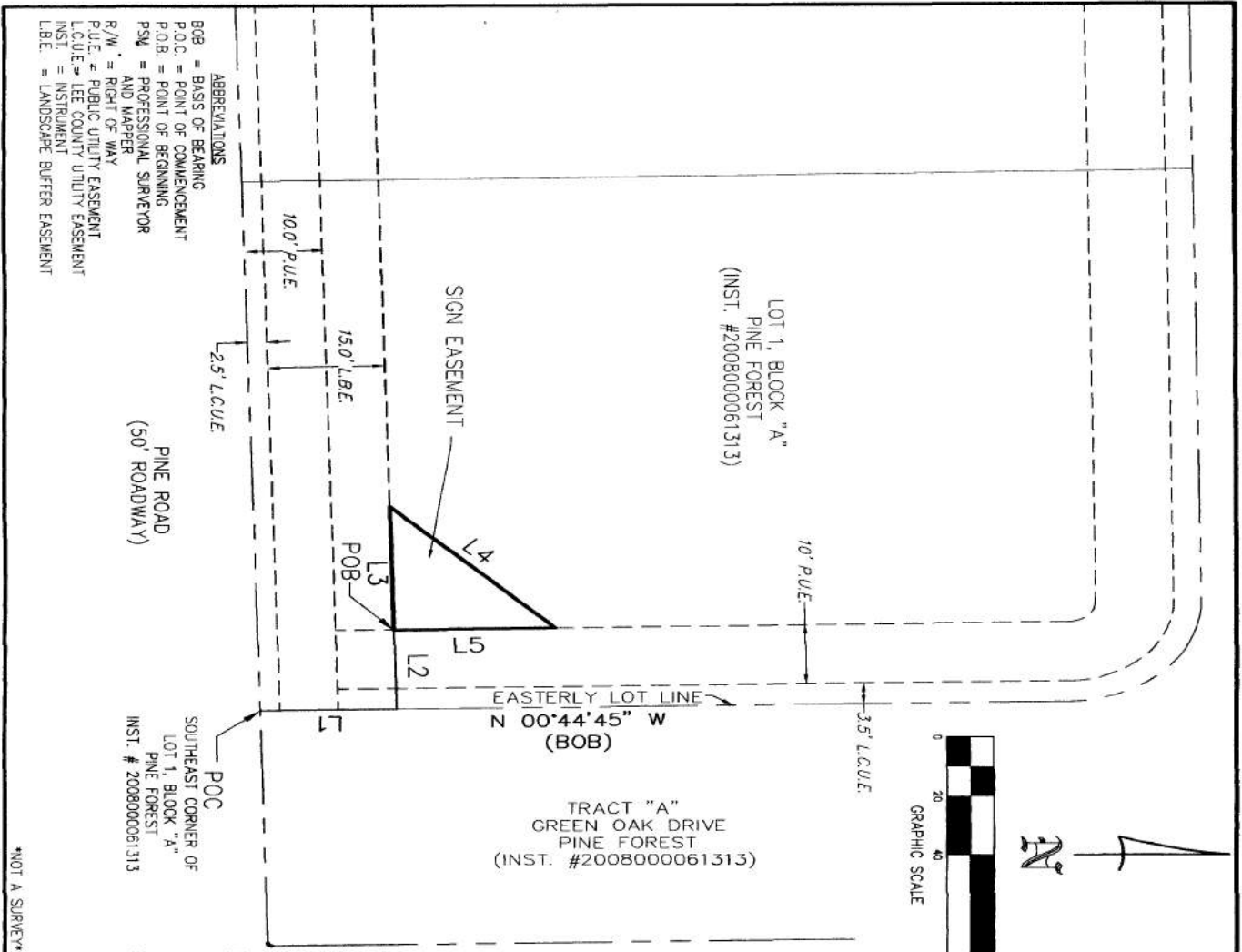
My Commission Expires:

EXHIBIT "A"

Grantor's Property

RM:7461592:1

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LEGAL DESCRIPTION

BEING A PORTION OF LOT 1 BLOCK "A", PINE FOREST, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2008000061313, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE SOUTHEAST CORNER OF LOT 1 BLOCK "A", PINE FOREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2008000061313, LEE COUNTY, FLORIDA; THENCE NORTH 00°44'45" WEST, ALONG THE EASTERLY BOUNDARY OF SAID LOT 1 BLOCK "A", A DISTANCE OF 17.50 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY SOUTH 88°35'41" WEST, A DISTANCE OF 13.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 88°35'41" WEST, A DISTANCE OF 20.94 FEET; THENCE NORTH 44°15'15" EAST, A DISTANCE OF 29.62 FEET; THENCE SOUTH 00°44'45" EAST, A DISTANCE OF 20.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 217 SQUARE FEET OR 0.005 ACRES, MORE OR LESS.

BEARINGS ARE BASE ON THE EASTERLY LINE OF SAID LOT 1 BLOCK "A" AS BEING NORTH 00°44'45" WEST.

LINE	LENGTH	BEARING
L1	17.50	N 00°44'45" W
L2	13.50	S 88°35'41" W
L3	20.94	S 88°35'41" W
L4	29.62	N 44°15'15" E
L5	20.70	S 00°44'45" E

SKETCH AND DESCRIPTION

CERTIFIED TO:
TAYLOR MORRISON OF FLORIDA, INC.

BY: *[Signature]*
JOHN SCOTT RHODES, P.S.M.

RHODES & RHODES
LAND SURVEYING, INC.
LICENSE #B 6897

28100 BONITA GRANDE DRIVE, #107
BONITA SPRINGS, FLORIDA 34135
(239) 405-8166 (239) 405-8163 FAX

Dkt. Bq:	date:
	JUNE 18 2010
scale:	1" = 20'
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Sheet #:	2010-518
1 of 1	

INSTR # 2010000108295, Doc Type RES, Pages 15, Recorded 04/29/2010 at 03:45 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$129.00 Deputy Clerk TKING

Return to: (enclose self-addressed stamped envelope)

Name: Angela Tompkins, Paralegal
Address: Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:
Mark F. Grant, Esq.
Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
PINE FOREST
(N/K/A ESTERO PRESERVE)
AND
AMENDMENT TO BYLAWS OF PINE FOREST PROPERTY OWNERS
ASSOCIATION, INC.
(N/K/A ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC.)**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PINE FOREST (N/K/A ESTERO PRESERVE) and AMENDMENT TO BYLAWS OF PINE FOREST PROPERTY OWNERS ASSOCIATION, INC. (N/K/A ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC.) ("Amendment") is made this 26th day of April, 2010, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Pine Forest was recorded February 11, 2008, in Instrument # 2008000036927, of the Public Records of Lee County, Florida (the "Declaration"); and

WHEREAS, the Bylaws are attached to the Declaration as Exhibit "D"; and

WHEREAS, Declarant is desirous of amending the Declaration; and

WHEREAS, the Declaration provides in Section 17.2 that until the Turnover, Declarant, to the maximum extent permitted by law, may unilaterally amend the Declaration without the consent of the Owners, the Association or any mortgagee; and

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WHEREAS, the Bylaws provide in Section 1 of Article 13 that prior to the Turnover Date, Declarant may amend the Bylaws in its sole and absolute discretion; and

WHEREAS, the Turnover Date has not occurred as of the date of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration and Bylaws as follows:

1. All references in the Declaration and Bylaws to the term "Pine Forest" are hereby revised to read "Estero Preserve".

2. All references in the Declaration and Bylaws to the term "Pine Forest Property Owners Association, Inc." are hereby revised to read "Estero Preserve Property Owners Association, Inc.".

3. Section 6.6.2 of the Declaration is hereby amended by adding the following paragraph:

The Association shall be responsible for all necessary maintenance and repair of the fence and landscaping as described in that certain Fence Easement recorded in Instrument #2010000103509, of the Public Records of Lee County, Florida.

4. Section 15.19.2 of the Declaration is hereby amended to read as follows:

Section 15.19.2. **Leasing Provisions.** Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The tenants must be the lessee and his family. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

5. Section 15.19 of the Declaration is hereby amended to add subsection 15.19.3, as follows:

Section 15.19.3. **Collection of Rent by Association if Owner Delinquent and Enforcement of Compliance with Declaration.** In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the

tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot.

6. Section 15.26.4 of the Declaration is hereby amended to read as follows:

Section 15.26.4. **Air Conditioning Units.** No air conditioning units, other than the unit(s) as initially installed, may be located on a Lot, except with approval of the DRC. All air conditioning units shall be screened from view of Common Property and adjacent Lots.

7. Section 15.26.8 of the Declaration is hereby amended to read as follows:

Section 15.26.8. **Fences.** Any fence placed upon any Lot must be approved by the DRC, as provided in Article 14, prior to installation. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the DRC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the DRC's approval, at the time the fence is installed. Dog runs or animal pens of any kind shall not be permitted to be placed or erected on any portion of the Property.

Notwithstanding that an Owner has obtained the approval of the DRC to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the DRC's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example

and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the DRC and is permitted to cross any such easements, such DRC's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the DRC approval required by Article 14.

8. Section 15.26.10 of the Declaration is hereby amended to read as follows:

Section 15.26.10. **Play Equipment, Etc.** All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops, backboards and similar sporting or playground equipment may be erected or placed on Lots, subject to the approvals required in Article 14, and subject to limitations contained in the Design Review Manual. Any permitted basketball hoops, backboards and similar sporting equipment must be stored in the garage overnight and when not in use. No garage, roof mounted, or in-ground mounted basketball backboards are permitted.

9. Section 15.26.11 of the Declaration is hereby amended to read as follows:

Section 15.26.11. **Window Coverings.** All windows on any structure which are visible from the street or dwellings on other Lots shall have interior window coverings which have a white or off-white backing, natural wood grain shutters, or blend with the exterior color of the dwelling, unless otherwise approved pursuant to Article 14. Reflective window covers are prohibited.

10. Section 15.26 of the Declaration is hereby amended to add subsection 15.26.12 as follows:

Section 15.26.12. **Hurricane Shutters.** No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Association's consent, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the

National Hurricane Center encompassing the Estero Preserve location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season.

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

11. Section 17.6 of the Declaration is hereby amended to read as follows:

Section 17.6. **Right of Entry.** The Association shall have the right, but not the obligation, to enter into any Lot for emergency and safety reasons to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with the Declaration, the Bylaws and such right shall also extend to the Association's Board of Directors, officers, agents, employees, managers and all policemen, firemen, ambulance personnel, and similar emergency personnel, in the performance of their respective duties. Except in an emergency, the exercise of the Association's rights of access to the Lot shall be accomplished by providing the Owner with fourteen (14) days notice of the Association's exercise of its right of entry, with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Lot. The Association must then provide the Owner with a second notice seven (7) days prior to such entry by the Association. In the event of an emergency, whenever possible and prudent to the circumstances, 24 hour notification shall be delivered to the Owner prior to the Association entering the Lot. This right of entry shall include, but not be limited to, the right of the Association to enter a Lot to cure any condition which is in violation of the Declaration, in the event an Owner fails or refuses to cure the conditions within a reasonable time after request by the Board. Owner has a duty to secure and control pets and take other reasonable measures to enable the Association and all other parties to exercise their rights hereunder.

12. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.5:

Section 19.1.5. Prevents Declarant, its successors, assigns, employees, contractors, sub contractors and potential purchasers access to the Estero Preserve property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant, its successors,

assigns, employees, contractors, sub contractors and potential purchasers access to the Estero Preserve property.

13. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.6:

Section 19.1.6. Prevents Declarant and its nominees the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Lots or real property within or outside Estero Preserve, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Property and show homes, and Declarant further reserves the right to make repairs to the Property and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Property and shall remain the property of Declarant.

14. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.7:

Section 19.1.7. Prevents Declarant the right to enter upon the Property (including, without limitation, all drainage easements) to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Estero Preserve and all Improvements therein for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements. This Section 19.1.7 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant.

15. Exhibit "A," Legal Description of Property, is attached hereto and incorporated herein by this reference and is being rerecorded to add the plat recording information inadvertently omitted when originally recorded.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All property shown on plat of PINE FOREST, as recorded in INSTRUMENT # 2008000061313, Public Records of Lee County, Florida.

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA;

LESS AND EXCEPT:

THE RIGHT-OF-WAY OF PINE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 394, AT PAGE 180 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE RUN NORTH 00° 45' 13" WEST, ALONG THE EASTERN BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD, AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°45'13" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 636.72 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20; THENCE RUN SOUTH 88°40'16" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, FOR A DISTANCE OF 661.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 00°44'45" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 637.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD; THENCE RUN NORTH 88°35'41" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 662.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.68 ACRES, MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF COMMON AREAS

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Description of TRACT "A" as shown on PINE FOREST, a plat recorded in Instrument # 2008000061313 of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence along said north side of Pine road S.88°35'41"W., a distance of 260.68 feet to the POINT OF BEGINNING; thence from said Point of Beginning continuing along the said north side of Pine Road, S.88°35'41"W., a distance of 40.00 feet; thence leaving said side of Pine Road along Block "A" the five (5) following courses and distances, 1) N.00°44'45"W., a distance of 104.01 feet to a point of curve; 2) northwesterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; 3) S.89°15'15"W., a distance of 182.37 feet to a point of curve; 4) thence northwesterly, a distance of 89.54 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°00'00" to a point of tangency; 5) N.00°44'45"W., a distance of 456.50 feet; thence along the northerly plat limits N.88°40'16"E., a distance of 40.00 feet; thence along the west side of Block "B", S.00°44'45"E., a distance of 87.83 feet; thence crossing a portion of the herein described lands, S.00°44'45"E., a distance of 74.00 feet to a point on the west side of Block "D"; thence along the said west side of Block "D", S.00°44'45"E., a distance of 295.07 feet to a point of curve; thence still along Block "D" southeasterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00"; thence along the south side of Block "D", N.89°15'15"E., a distance of 182.38 feet; thence crossing a portion of the herein described lands, N.89°15'15"E., a distance of 74.00 feet to a point on the south side of Block "C"; thence along the said south side of Block "C", N.89°15'15"E., a distance of 81.64 feet to a point of curve; thence still along Block "C" northeasterly, a distance of 26.71 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'28" to a point of tangency; thence along the east side of Block "C", N.00°45'13"W., a distance of 298.51 feet to a point of curve; thence still along Block "C", northwesterly, a distance of 26.87 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°34'32" to a point of tangency; thence along the north side of Block "C", S.88°40'16"W., a distance of 81.60 feet to a point of curve; thence still along Block "C", southwestwesterly, a distance of 26.53 feet along a curve to the left having a radius of 17.00 feet and a central angle of 89°25'01" to a point of curve; thence along the west side of Block "C", S.00°44'45"E., a distance of 297.68 feet to a point of curve; thence still along Block "C", southeasterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00"; thence crossing the herein described lands along a non-tangent line S.89°15'15"W., a distance of 74.00 feet to a point on the south side of Block "D"; thence along said Block "D" to the northeast, a distance of 26.70 feet along a non tangent curve to the left of which the radius point lies N.00°44'45"W. a radius of 17.00 feet, and having a central angle of 90°00'00" to a point of tangency; thence along the east side of Block "D", N.00°44'45"W., a distance of 296.93 feet to a point of curve; thence still along Block "D", northwesterly, a distance of 26.88 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°34'59" to a point of tangency; thence along the north side of Block "D", S.88°40'16"W., a distance of 182.38 feet to a point of curve; thence along Block "D", southwestwesterly, a distance of 26.53 feet along a curve to the left having a radius of 17.00 feet and a central angle of 89°25'01" to a point on the west side of Block "D"; thence crossing the herein described lands along a non-tangent line N.00°44'45"W., a distance

Tract "A" Description

Page 2

of 74.00 feet to a point on the afore said west side of Block "B"; thence southeasterly along Block "B" a distance of 26.88 feet along a non tangent curve to the left of which the radius point lies N.89°15'15"E. a radius of 17.00 feet, and having a central angle of 90°34'59" to a point of tangency; thence along the south side of Block "B", N.88°40'16"E., a distance of 337.23 feet to a point of curve; thence still along Block "B", southeasterly, a distance of 90.11 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°34'32" to a point of tangency; thence partly along the west side of Block "B" and partly along Tract "B", S.00°45'13"E., a distance of 298.51 feet to a point of curve; thence still along Tract "B" the four (4) following courses and distances, 1) southwesterly, a distance of 89.54 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°00'28" to a point of tangency; 2) S.89°15'15"W., a distance of 81.64 feet to a point of curve; 3) southwesterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; 4) S.00°44'45"E., a distance of 103.55 feet to the POINT OF BEGINNING.

Containing 82,483 square feet or 1.893 acres, more or less.

Being a 40 feet wide Private Road Right of Way, Access Easement, Public Utility Easement and Drainage Easement as shown on said plat.

Description of TRACT "B", Storm Water Detention Area, as shown on PINE FOREST, a plat recorded in Instrument #~~200800061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide, being the POINT OF BEGINNING; thence from said Point of Beginning along the said north side of Pine Road, S.88°35'41"W., a distance of 260.68 feet; thence leaving said side of Pine Road along the east side of Green Oak Drive, 40 feet wide, N.00°44'45"W., a distance of 103.55 feet to a point of curve; thence northeasterly, a distance of 26.70 feet along a curve to the right having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; thence along the south side of Broadleaf Circle, 40 feet wide, N.89°15'15"E., a distance of 81.64 feet to a point of curve; thence northeasterly, a distance of 89.54 feet along a curve to the left having a radius of 57.00 feet and a central angle of 90°00'28" to a point of tangency; thence along the east side of said Broadleaf Circle, N.00°45'13"W., a distance of 107.15 feet; thence along Lot #8 of Block "B" N.89°14'47"E., a distance of 105.00 feet; thence along the easterly limits of said plat S.00°45'13"E., a distance of 281.72 feet to the POINT OF BEGINNING.

Containing 48,904 square feet or 1.1227 acres, more or less.

Subject to a 10 feet wide Public Utility Easement, 20 feet wide Lee County Utility Easements and a 30 feet by 30 feet Lee County Utility Easements as shown on said plat.

Description of TRACT "C", Open Space and Landscaping Area, as shown on PINE FOREST, a plat recorded in Instrument # ~~20080000613~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence along said north side of Pine road S.88°35'41"W., a distance of 260.68 feet; thence leaving said side of Pine Road, along the east side of Green Oak Drive, 40 feet wide, N.00°44'45"W., a distance of 177.55 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING, continuing along the said east line of Green Oak Drive, N.00°44'45"W., a distance of 297.68 feet to a point of curve; thence northeasterly 20.14 feet along a curve to the right having a radius of 17.00 feet and a central angle of 67°52'15"; thence leaving side of said Green Oak Drive, in and through Block "C", along a non radial line S.00°45'13"E., a distance of 329.20 feet; thence northwesterly 20.19 feet along a non tangent curve to the right, of which the radius point lies N.21°13'24"E., a radial distance of 17.00 feet; through a central angle of 68°01'51" to the POINT OF BEGINNING.

Containing 3,403 square feet or 0.0781 acres, more or less.

Description of TRACT "D", Tortoise Preserve, as shown on PINE FOREST, a plat recorded in Instrument # ~~2008000061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence leaving said side of Pine Road along the easterly limits of the said plat, N.00°45'13"W., a distance of 506.72 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING along Lot 6 of Block "B", S.89°14'47"W., a distance of 115.98 feet to the northeasterly side of Broadleaf Circle, 40 feet wide, Thence along said side of Broadleaf Circle northwesterly 14.31 feet along the arc of a non tangential circle curving to the left, of which the radius point lies S.53°04'58"W., a radial distance of 57.00 feet, having a central angle of 14°23'00"; thence leaving said side of Broadleaf Circle along the east line of Lot 5 of Block "B" along a non radial line, N.01°19'44"W., a distance of 118.35 feet; thence along the northerly plat limits, N.88°40'16"E., a distance of 126.97 feet; thence along the aforesaid easterly plat limits, S.00°45'13"E., a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 16,286 square feet or 0.3739 acres, more or less.

Subject to a 3.5 feet Lee County Utility Easement and 10 feet wide Public Utility Easement along the southwesterly portion thereof as shown on the said plat.

INSTR # 2010000108295, Doc Type RES, Pages 15, Recorded 04/29/2010 at 03:45 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$129.00 Deputy Clerk TKING

Return to: (enclose self-addressed stamped envelope)

Name: Angela Tompkins, Paralegal
Address: Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:
Mark F. Grant, Esq.
Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
PINE FOREST
(N/K/A ESTERO PRESERVE)
AND
AMENDMENT TO BYLAWS OF PINE FOREST PROPERTY OWNERS
ASSOCIATION, INC.
(N/K/A ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC.)**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PINE FOREST (N/K/A ESTERO PRESERVE) and AMENDMENT TO BYLAWS OF PINE FOREST PROPERTY OWNERS ASSOCIATION, INC. (N/K/A ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC.) (“Amendment”) is made this 26th day of April, 2010, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation (“Declarant”).

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Pine Forest was recorded February 11, 2008, in Instrument # 2008000036927, of the Public Records of Lee County, Florida (the “Declaration”); and

WHEREAS, the Bylaws are attached to the Declaration as Exhibit “D”; and

WHEREAS, Declarant is desirous of amending the Declaration; and

WHEREAS, the Declaration provides in Section 17.2 that until the Turnover, Declarant, to the maximum extent permitted by law, may unilaterally amend the Declaration without the consent of the Owners, the Association or any mortgagee; and

RM:7321100:4

WHEREAS, the Bylaws provide in Section 1 of Article 13 that prior to the Turnover Date, Declarant may amend the Bylaws in its sole and absolute discretion; and

WHEREAS, the Turnover Date has not occurred as of the date of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration and Bylaws as follows:

1. All references in the Declaration and Bylaws to the term "Pine Forest" are hereby revised to read "Estero Preserve".

2. All references in the Declaration and Bylaws to the term "Pine Forest Property Owners Association, Inc." are hereby revised to read "Estero Preserve Property Owners Association, Inc.".

3. Section 6.6.2 of the Declaration is hereby amended by adding the following paragraph:

The Association shall be responsible for all necessary maintenance and repair of the fence and landscaping as described in that certain Fence Easement recorded in Instrument #2010000103509, of the Public Records of Lee County, Florida.

4. Section 15.19.2 of the Declaration is hereby amended to read as follows:

Section 15.19.2. **Leasing Provisions.** Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The tenants must be the lessee and his family. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

5. Section 15.19 of the Declaration is hereby amended to add subsection 15.19.3, as follows:

Section 15.19.3. **Collection of Rent by Association if Owner Delinquent and Enforcement of Compliance with Declaration.** In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the

tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot.

6. Section 15.26.4 of the Declaration is hereby amended to read as follows:

Section 15.26.4. **Air Conditioning Units.** No air conditioning units, other than the unit(s) as initially installed, may be located on a Lot, except with approval of the DRC. All air conditioning units shall be screened from view of Common Property and adjacent Lots.

7. Section 15.26.8 of the Declaration is hereby amended to read as follows:

Section 15.26.8. **Fences.** Any fence placed upon any Lot must be approved by the DRC, as provided in Article 14, prior to installation. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the DRC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the DRC's approval, at the time the fence is installed. Dog runs or animal pens of any kind shall not be permitted to be placed or erected on any portion of the Property.

Notwithstanding that an Owner has obtained the approval of the DRC to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the DRC's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example

and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the DRC and is permitted to cross any such easements, such DRC's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the DRC approval required by Article 14.

8. Section 15.26.10 of the Declaration is hereby amended to read as follows:

Section 15.26.10. **Play Equipment, Etc.** All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops, backboards and similar sporting or playground equipment may be erected or placed on Lots, subject to the approvals required in Article 14, and subject to limitations contained in the Design Review Manual. Any permitted basketball hoops, backboards and similar sporting equipment must be stored in the garage overnight and when not in use. No garage, roof mounted, or in-ground mounted basketball backboards are permitted.

9. Section 15.26.11 of the Declaration is hereby amended to read as follows:

Section 15.26.11. **Window Coverings.** All windows on any structure which are visible from the street or dwellings on other Lots shall have interior window coverings which have a white or off-white backing, natural wood grain shutters, or blend with the exterior color of the dwelling, unless otherwise approved pursuant to Article 14. Reflective window covers are prohibited.

10. Section 15.26 of the Declaration is hereby amended to add subsection 15.26.12 as follows:

Section 15.26.12. **Hurricane Shutters.** No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Association's consent, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the

National Hurricane Center encompassing the Estero Preserve location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season.

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

11. Section 17.6 of the Declaration is hereby amended to read as follows:

Section 17.6. **Right of Entry.** The Association shall have the right, but not the obligation, to enter into any Lot for emergency and safety reasons to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with the Declaration, the Bylaws and such right shall also extend to the Association's Board of Directors, officers, agents, employees, managers and all policemen, firemen, ambulance personnel, and similar emergency personnel, in the performance of their respective duties. Except in an emergency, the exercise of the Association's rights of access to the Lot shall be accomplished by providing the Owner with fourteen (14) days notice of the Association's exercise of its right of entry, with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Lot. The Association must then provide the Owner with a second notice seven (7) days prior to such entry by the Association. In the event of an emergency, whenever possible and prudent to the circumstances, 24 hour notification shall be delivered to the Owner prior to the Association entering the Lot. This right of entry shall include, but not be limited to, the right of the Association to enter a Lot to cure any condition which is in violation of the Declaration, in the event an Owner fails or refuses to cure the conditions within a reasonable time after request by the Board. Owner has a duty to secure and control pets and take other reasonable measures to enable the Association and all other parties to exercise their rights hereunder.

12. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.5:

Section 19.1.5. Prevents Declarant, its successors, assigns, employees, contractors, sub contractors and potential purchasers access to the Estero Preserve property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant, its successors,

assigns, employees, contractors, sub contractors and potential purchasers access to the Estero Preserve property.

13. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.6:

Section 19.1.6. Prevents Declarant and its nominees the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Lots or real property within or outside Estero Preserve, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Property and show homes, and Declarant further reserves the right to make repairs to the Property and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Property and shall remain the property of Declarant.

14. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.7:

Section 19.1.7. Prevents Declarant the right to enter upon the Property (including, without limitation, all drainage easements) to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Estero Preserve and all Improvements therein for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements. This Section 19.1.7 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant.

15. Exhibit "A," Legal Description of Property, is attached hereto and incorporated herein by this reference and is being rerecorded to add the plat recording information inadvertently omitted when originally recorded.

16. Exhibit "B," Legal Description of Common Areas, is attached hereto and incorporated herein by this reference and is being rerecorded to add the plat recording information inadvertently omitted when originally recorded.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

Witnesses:

John Asher
Signature

John Asher
Printed Name

Wanda Anderson Bishop
Signature

Wanda Anderson Bishop
Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

Steve Kempton
By:

Steve Kempton
Printed Name:

Authorized Agent
Title:

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by STEVE KEMPTON, as VICE PRESIDENT of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in them by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of April, 2010.

Denise J. Clarke
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public

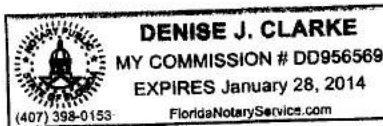


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All property shown on plat of PINE FOREST, as recorded in INSTRUMENT # 2008000061313, Public Records of Lee County, Florida.

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA;

LESS AND EXCEPT:

THE RIGHT-OF-WAY OF PINE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 394, AT PAGE 180 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE RUN NORTH 00° 45' 13" WEST, ALONG THE EASTERN BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD, AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°45'13" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 636.72 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20; THENCE RUN SOUTH 88°40'16" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, FOR A DISTANCE OF 661.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 00°44'45" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 637.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD; THENCE RUN NORTH 88°35'41" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 662.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.68 ACRES, MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF COMMON AREAS

FTL:2356600:2

Description of TRACT "A" as shown on PINE FOREST, a plat recorded in Instrument # 2008000061313 of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence along said north side of Pine road S.88°35'41"W., a distance of 260.68 feet to the POINT OF BEGINNING; thence from said Point of Beginning continuing along the said north side of Pine Road, S.88°35'41"W., a distance of 40.00 feet; thence leaving said side of Pine Road along Block "A" the five (5) following courses and distances, 1) N.00°44'45"W., a distance of 104.01 feet to a point of curve; 2) northwesterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; 3) S.89°15'15"W., a distance of 182.37 feet to a point of curve; 4) thence northwesterly, a distance of 89.54 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°00'00" to a point of tangency; 5) N.00°44'45"W., a distance of 456.50 feet; thence along the northerly plat limits N.88°40'16"E., a distance of 40.00 feet; thence along the west side of Block "B", S.00°44'45"E., a distance of 87.83 feet; thence crossing a portion of the herein described lands, S.00°44'45"E., a distance of 74.00 feet to a point on the west side of Block "D"; thence along the said west side of Block "D", S.00°44'45"E., a distance of 295.07 feet to a point of curve; thence still along Block "D" southeasterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00"; thence along the south side of Block "D", N.89°15'15"E., a distance of 182.38 feet; thence crossing a portion of the herein described lands, N.89°15'15"E., a distance of 74.00 feet to a point on the south side of Block "C"; thence along the said south side of Block "C", N.89°15'15"E., a distance of 81.64 feet to a point of curve; thence still along Block "C" northeasterly, a distance of 26.71 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'28" to a point of tangency; thence along the east side of Block "C", N.00°45'13"W., a distance of 298.51 feet to a point of curve; thence still along Block "C", northwesterly, a distance of 26.87 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°34'32" to a point of tangency; thence along the north side of Block "C", S.88°40'16"W., a distance of 81.60 feet to a point of curve; thence still along Block "C", southwestwardly, a distance of 26.53 feet along a curve to the left having a radius of 17.00 feet and a central angle of 89°25'01" to a point of curve; thence along the west side of Block "C", S.00°44'45"E., a distance of 297.68 feet to a point of curve; thence still along Block "C", southeasterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00"; thence crossing the herein described lands along a non-tangent line S.89°15'15"W., a distance of 74.00 feet to a point on the south side of Block "D"; thence along said Block "D" to the northeast, a distance of 26.70 feet along a non tangent curve to the left of which the radius point lies N.00°44'45"W. a radius of 17.00 feet, and having a central angle of 90°00'00" to a point of tangency; thence along the east side of Block "D", N.00°44'45"W., a distance of 296.93 feet to a point of curve; thence still along Block "D", northwesterly, a distance of 26.88 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°34'59" to a point of tangency; thence along the north side of Block "D", S.88°40'16"W., a distance of 182.38 feet to a point of curve; thence along Block "D", southwestwardly, a distance of 26.53 feet along a curve to the left having a radius of 17.00 feet and a central angle of 89°25'01" to a point on the west side of Block "D"; thence crossing the herein described lands along a non-tangent line N.00°44'45"W., a distance

Tract "A" Description

Page 2

of 74.00 feet to a point on the afore said west side of Block "B"; thence southeasterly along Block "B" a distance of 26.88 feet along a non tangent curve to the left of which the radius point lies N.89°15'15"E. a radius of 17.00 feet, and having a central angle of 90°34'59" to a point of tangency; thence along the south side of Block "B", N.88°40'16"E., a distance of 337.23 feet to a point of curve; thence still along Block "B", southeasterly, a distance of 90.11 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°34'32" to a point of tangency; thence partly along the west side of Block "B" and partly along Tract "B", S.00°45'13"E., a distance of 298.51 feet to a point of curve; thence still along Tract "B" the four (4) following courses and distances, 1) southwesterly, a distance of 89.54 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°00'28" to a point of tangency; 2) S.89°15'15"W., a distance of 81.64 feet to a point of curve; 3) southwesterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; 4) S.00°44'45"E., a distance of 103.55 feet to the POINT OF BEGINNING.

Containing 82,483 square feet or 1.893 acres, more or less.

Being a 40 feet wide Private Road Right of Way, Access Easement, Public Utility Easement and Drainage Easement as shown on said plat.

Description of TRACT "B", Storm Water Detention Area, as shown on PINE FOREST, a plat recorded in Instrument #~~200800061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide, being the POINT OF BEGINNING; thence from said Point of Beginning along the said north side of Pine Road, S.88°35'41"W., a distance of 260.68 feet; thence leaving said side of Pine Road along the east side of Green Oak Drive, 40 feet wide, N.00°44'45"W., a distance of 103.55 feet to a point of curve; thence northeasterly, a distance of 26.70 feet along a curve to the right having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; thence along the south side of Broadleaf Circle, 40 feet wide, N.89°15'15"E., a distance of 81.64 feet to a point of curve; thence northeasterly, a distance of 89.54 feet along a curve to the left having a radius of 57.00 feet and a central angle of 90°00'28" to a point of tangency; thence along the east side of said Broadleaf Circle, N.00°45'13"W., a distance of 107.15 feet; thence along Lot #8 of Block "B" N.89°14'47"E., a distance of 105.00 feet; thence along the easterly limits of said plat S.00°45'13"E., a distance of 281.72 feet to the POINT OF BEGINNING.

Containing 48,904 square feet or 1.1227 acres, more or less.

Subject to a 10 feet wide Public Utility Easement, 20 feet wide Lee County Utility Easements and a 30 feet by 30 feet Lee County Utility Easements as shown on said plat.

Description of TRACT "C", Open Space and Landscaping Area, as shown on PINE FOREST, a plat recorded in Instrument # ~~20080000613~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence along said north side of Pine road S.88°35'41"W., a distance of 260.68 feet; thence leaving said side of Pine Road, along the east side of Green Oak Drive, 40 feet wide, N.00°44'45"W., a distance of 177.55 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING, continuing along the said east line of Green Oak Drive, N.00°44'45"W., a distance of 297.68 feet to a point of curve; thence northeasterly 20.14 feet along a curve to the right having a radius of 17.00 feet and a central angle of 67°52'15"; thence leaving side of said Green Oak Drive, in and through Block "C", along a non radial line S.00°45'13"E., a distance of 329.20 feet; thence northwesterly 20.19 feet along a non tangent curve to the right, of which the radius point lies N.21°13'24"E., a radial distance of 17.00 feet; through a central angle of 68°01'51" to the POINT OF BEGINNING.

Containing 3,403 square feet or 0.0781 acres, more or less.

Description of TRACT "D", Tortoise Preserve, as shown on PINE FOREST, a plat recorded in Instrument # ~~2008000061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence leaving said side of Pine Road along the easterly limits of the said plat, N.00°45'13"W., a distance of 506.72 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING along Lot 6 of Block "B", S.89°14'47"W., a distance of 115.98 feet to the northeasterly side of Broadleaf Circle, 40 feet wide, Thence along said side of Broadleaf Circle northwesterly 14.31 feet along the arc of a non tangential circle curving to the left, of which the radius point lies S.53°04'58"W., a radial distance of 57.00 feet, having a central angle of 14°23'00"; thence leaving said side of Broadleaf Circle along the east line of Lot 5 of Block "B" along a non radial line, N.01°19'44"W., a distance of 118.35 feet; thence along the northerly plat limits, N.88°40'16"E., a distance of 126.97 feet; thence along the aforesaid easterly plat limits, S.00°45'13"E., a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 16,286 square feet or 0.3739 acres, more or less.

Subject to a 3.5 feet Lee County Utility Easement and 10 feet wide Public Utility Easement along the southwesterly portion thereof as shown on the said plat.

DESIGN REVIEW MANUAL

Estero Preserve Property Owners, Inc

April 18, 2013

Estero Preserve Property Owners Association, Inc
HOA Document

Architectural standards and related restrictions, rules and guidelines stated in the HOA Document.

Note: ARC / DRC here stated means the EPPOA Architectural Review Committee and EPPOA Board (BOD)

Note: The Article and section will be depicted e.g. 15.1 (Article 15 section 1) Amendments (A15.26.1)

The following Use Restrictions (Article 15) are restrictions that permit or prohibit certain conduct or uses to be approved by the Design Review Committee (DRC) in accordance to Article 14.

The “Design Manual” or handbook is available to homeowners. (14.1)

No “construction”, meaning inclusively changes to the land or landscape or landscaping of any lot, or any exterior alteration or modification or planting or removal of plants, trees and shrubs which the DRC/BOD determines is not desirable in its opinion, within any lot/ home may take place without the written approval of the ARC and BOD. (14) (15.20)

The DRC has established a processing fee of \$35.00 for the review of each Alteration Application. (14)

Any plan for construction, on a lot, of any addition, structure, lanai, pool, poolcage, or hardscape shall be submitted to the DRC for review, complete with any blueprints, drawings, diagrams or pictures. Such application shall also include the name and contact information of any designer or subcontractor. Once a project has been approved, the homeowner or contractor shall provide any required building permits to the DRC. There will be a nonrefundable \$35.00 processing fee for the application review. (14 – 14.7)

The above provision shall also apply to any permanent landscaping with the exception of annual flowers and movable planters.

Approval by the ARC and BOD for any alteration does not constitute governmental approval. The lot owner/ home owner is responsible to obtain other necessary permits as required. (14.2)

- Once permits have been secured, submit a copy to DRC

Any contractor not following the agreed terms and limitations of any such “construction” work may be excluded from the community known as Estero Preserve. (14.3)

The EPPOA Board of Directors (BOD) has a right to and may inspect any “construction” changes or alterations to ensure they comply with either the “design manual” or as specifically agreed by the ARC and the BOD. (14.4)

The BOD has a right to correct any such "construction" deviations, at the cost of the home owner, contractor, legal and all other associated fees and expenses. (14.4)

All requirements and restrictions of the HOA Document, including those related to the ARC also apply to occupants, guests, invitees and lessees of any homeowner. (15.1)

Association is responsible for maintenance and repair of the EPPOA perimeter fence (A6.6.2)

Community Wide standards of appearance and maintenance shall be maintained for all lots and structures thereof (6.3)

- Homeowners are required to maintain landscaping in a neat and trimmed matter. (6.3)
- Homeowners are required to keep their property in a neat and attractive condition. (15.8)
- Homeowners are required to remove all objectionable debris or material from their lot. (15.7)
- Homeowners are required to maintain underground sprinkler system to maintain the health of their landscaping (15.12)
- Should a home become unoccupied for a period of one month, or longer, the owner may be required by the ARC and Board to designate a responsible person or business to maintain the home and lot to the required standards (6.3)

Should any of the above five points be defaulted, following a written notice period of ten days to the homeowner, EPPOA Board may contract to have such work carried out which will be recharged to the homeowner plus an administration cost of 10% of the charges of the work. (6.3)

All homeowners are required to carry homeowners and windstorm insurance on lots and structures at a minimum against windstorm, fire damage and vandalism. (7.2)

(Note: Not stated in the HOA Document, but advisable, is the consideration of flood insurance by each home owner, due to the location of Estero Preserve.)

Each owner, in the event of partial loss or damage to the home or lot, or total loss of the same, is to remove all debris within 30 days, and to complete repair or reconstruction within 12 months thereafter in a matter consistent with the original construction. Lot to be returned to pad elevation, fully sodded with appropriate underground irrigation systems. . The lot must then be maintained to the general landscaping standards. Owner responsible for any cost of repair or construction not covered by insurance. (7.2)

Lots may only be rented to a lessee and their family, or not more than 2 unrelated persons. (15.19.2)

Fire, police, mail, sanitation and other public service personnel and vehicles shall have a permanent and perpetual right to use the streets of the community. (This implies access must be available at all times through those streets.) (8.5)

The easement distance for all purposes is ten feet in width from the boundary of any lot inwards. Service providers using those easements may require trimming or removal of plantings deemed by service providers to be a hindrance to their services. (8.6)

“Parking in the properties (other than enclosed garages) shall be restricted to private automobiles, passenger-type vans, sport utility vehicles, jeeps and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking area therein designated for such purpose.” (15.2)

“Parking of motorcycles, commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers on a lot between the hours of 7:00pm and 8:00am E.S.T. is prohibited, unless fully enclosed in a closed garage.” (15.2)

- “Commercial vehicles” shall mean those which are not designed and used customarily for personal/family purposes, and those vehicles which contain commercial lettering.” (15.2)
- “The determination of the BOD as to the commercial nature of a vehicle shall be binding on an Owner.” (15.2)
- With notice, any such vehicles can be towed at the owner’s expense. (15.2)

“No owner (or associated person) shall conduct repairs (except in an emergency) or restorations of any motor vehicle or other vehicle upon any portion of the properties except in an enclosed area with the door closed at all times.” (15.2)

“No vehicle shall be left covered in a driveway for a period exceeding one (1) day.” (15.2)

“No owner shall keep any vehicle on the common areas (roadways) which is deemed a nuisance by the BOD”. (15.2)

No hazardous materials, dangerous or noxious substances, or materials which are “untidy or obnoxious to the eye” may be stored on any part of the property (15.5)

“No outside burning of wood, leaves, trash, garbage of household refuse shall be permitted within the Properties”. (15.5)

All construction and or landscaping debris shall be held in secure containers until the earliest possible opportunity for disposal. Containers should not be visible from any Properties except at the time of collection. (15.7)

No sub-dividing of lots, no timeshares (15.10)

No drawing of water from any other source but the city supply. No digging of wells (15.12)

No homeowner may take any action which changes the flow of surface drainage water (15.23)

No clothing or household fabrics shall be hung, dried or aired in a manner which is visible from other lots or Common Areas. (15.7)

Replacement A/C units are to be installed as original installation, unless a change approved by DRC, and screened by landscaping (A15.26.4)

Tents, trailers, garden or storage sheds are not permitted, except that a tent may be erected in a back yard for the use by children for a period not to exceed 7 days. (15.13)

Permanently installed play equipment must be preapproved by the DRC. It shall be tasteful in design and located in the back yard, not permitted in front or side yards. Movable play equipment such as but not limited to tricycles, bikes, scooters, strollers, wagons etc. shall be stored in the garage or house, out of sight when not in use. No permanent basketball hoops shall be permitted. (15.26.10)

The outside of window treatments shall be white, ivory or other neutral color compatible with the exterior color palette of that home. Reflective window covers are not permitted. (A15.26.11)

Any fences shall be preapproved by the DRC and Board. The proposed fence shall conform to the existing perimeter fence of the Estero Preserve community with respect to material, color and height. Layout plans must match the limitations of the homeowner site and comply with all applicable official regulations. See attachment "Estero Preserve Fences" for specifications and diagram following Page 6. Any damage or alteration of an adjoining property as a result of the fence construction must be repaired or made good. (A15.26.8)

Dog runs or animal pens of any kind shall not be permitted to be placed or erected on any portion of the property, this being the whole Estero Preserve community. (A 15.26.8)

No exterior antennas, aerials and satellite dishes in the common areas. (15.9.1)

Dish receivers shall be located on such lot which is not visible from the street (if feasible), and may require screening for safety reasons. Owners are encouraged to review a proposed installation with DRC prior to installation. (see 15.9.2-2.3 on pg 35)

No signs of any kind, unless required by law, may be erected on and or attached to the property. Real Estate signs shall conform to the standard adopted by the Board of Directors. See attachment "Real Estate Signs" for specifications and diagram following Page 6, (6B1) (A15.26.1)

No above ground pools. Spas and Jacuzzis to be to the rear of any lot and screened from any view. (15.26.3)

All exterior lighting shall be approved by the ARC & BOD. Holiday decorations may be placed outside a residence from Thanksgiving until January 10th. (15.26.5)

All exterior sculptures, flags or artificial vegetation to be approved by the ARC. The US flag or other official flags may be displayed appropriately. (15.26.6)

No solar panels. Consideration by the ARC and BOD may be possible if unseen. (15.26.7)

No gas storage above 5 gallons. Above-ground propane tanks allowed for BBQ grills. Both stored out of sight of the street or adjoining property. (15.26.9)

Removal of trees on any lot to be approved with the ARC, such removal may be conditioned upon replacement of removed trees / landscaping. (15.20)

Hurricane shutters, other than the type provided to each home on construction, may not be installed without application to and permission from the ARC and BOD. Hurricane shutters shall not be put up before a "hurricane watch" is announced related to the Estero Preserve locality by the National Hurricane Center. Hurricane shutters must be taken down no later than 10 days after the end of the "hurricane watch" period. (A15.26.12)

- Only clear (i.e. see-through, not altering the standard window appearance) hurricane shutters may remain installed if the home owner is absent during hurricane season.
- Owners absent from their home during hurricane season must action as follows:
 - o Remove all moveable objects from their lot into safe storage.
 - o Designate an individual or contractor to put up and take down hurricane shutters.
 - o Designate an individual or contractor to care for the home in case of hurricane damage.

Under certain specific circumstances the BOD has a right of entry to Estero Preserve homes. (A 17.6)

For lots at intersections, no plantings that will impede driver safety sight lines. (15.15)

No overhead lines for any purpose anywhere. (15.16)

No trade or business of any kind conducted from a lot unless by the owner or occupant, and unless invisible in every way. Must conform to any Government regulations and must not be a business with persons not residing in Estero Preserve coming into the Estero Preserve community. (15.18)

Driveways may be constructed of plain concrete, stamped concrete, pavers or similar material. Any alteration to a driveway must be preapproved by the DRC and the BOD. Any color must coordinate with the home.

The exterior of each home must be painted every 5-7 years.

A book of acceptable colors compatible with the established southwest architecture shall be maintained by the DRC and made available to all residents upon request. Any approved color scheme may be used so long as it is different from each next door neighbor.

The DCR shall review the list of acceptable colors every 5 years to ensure that the palette remains current.

The tile roofs of all residences must be pressure washed every 5 years or earlier if there is visible evidence of dirt and/or mildew.

The BOD will periodically paint all mailboxes at Association expense. Mailboxes shall remain uniform.

A formal agreement of 67% of owners, using the due process, is required to change anything in the HOA Document. (20 owners) (Article 15)

Owner(s) selling a property is to give the Board at least 7 days notice of the new owner. (17.12)

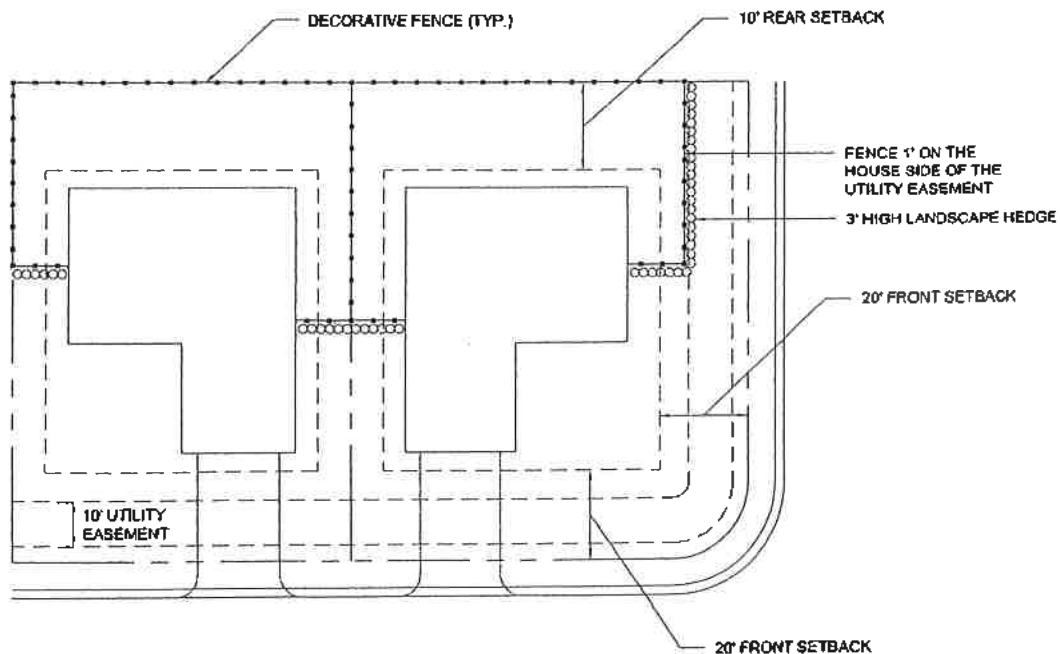
FENCES

Fences are instrumental in delineating boundaries, providing screening and privacy, and unifying architectural elements. It is important that the scale, proportion, colors, and materials be consistent with the building's architectural design.

All decorative fences will be constructed of tan PVC. Fences may only be located in rear yards, starting at the middle of the side of the home, or at the street side of a side garage door. They are limited to 6' maximum height, placed at the property line, with a side gate and a 12" wide mulch strip under the fence. The use of galvanized chain link, wire mesh, or similar product is prohibited. Fences shall meet or exceed all local codes.

Any fence that fronts a street or right-of-way must be landscaped with a minimum 3' high solid hedge. On a corner lot, the fence must be located a minimum of 1' off of the utility easement.

Fences constructed for the purposes of kennels are not permitted. Instead, invisible fencing for pets is recommended.



*Estero
Preserve*

REAL ESTATE SIGNS

Addendum to Estero Preserve HOA Documents and DRC (Design Review Committee) Manual

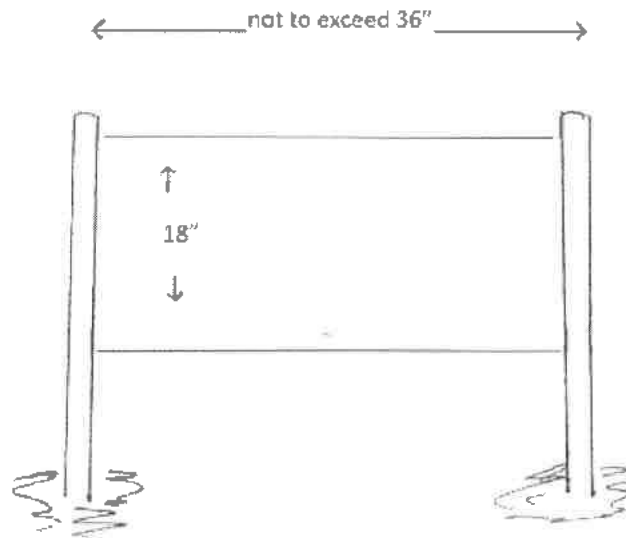
Section 15.26.1 Signs

The DRC has adopted the following standards for real estate signs within the community.

Real Estate signs may not exceed 36" w and 18" in height. (See sketch below)

No store purchased signs displayed in windows or erected on property by wire type holders.

Signs to be removed from property at expiration of contract or completed sale.



Estero Preserve

Property Owners, Inc

IMPORTANT INFORMATION FOR ALTERATION APPLICATIONS

The accompanying application form must be completed, and signed by all owners of the property. Please review the Declaration of Covenants, Conditions and Restrictions for a complete description of your responsibilities regarding Architectural Control Committee requirements and submittals.

Please be advised that all Alteration Application Forms submitted for review to your Association must be accompanied by a \$35.00 processing fee, made payable to the Estero Preserve Property Owners, Inc. This fee is non-refundable and must be received before the application will be considered by the Architectural Control Committee (Design Review Committee).

You may return this application and accompanying documentation, if any, to any member of the Architectural Control Committee (ACC).

The Architectural Control Committee will act upon your application at their next scheduled meeting. When your application is acted upon, a properly executed copy will be returned to you. **The Architectural Control Committee has up to fourteen (14) days after submission of your request to respond. Please keep in mind when applying for an alteration.**

Under no circumstances is any alteration to begin without proper approval of your Association.

If you have any questions, please contact a member of the ACC.

THANK YOU FOR YOUR COOPERATION.

BOARD OF DIRECTORS

ESTERO PRESERVE

Architectural and Landscaping Alteration Form

Owner's Name _____

Property Address _____

Description of planned alterations _____

Name of
Contractor

Subcontractor(s) _____

Proposed
Start date _____ Date of Completion _____

Application Date _____

Owner(s) Signature _____

Checklist:

Survey _____ Design/blueprint _____ Permit # _____

ACB action: Approved _____ Denied _____ Date _____ Ck# _____

Signed _____,

Board of Directors _____

Return to: (enclose self-addressed stamped envelope)

Name:

Angela Tompkins, Paralegal

Address:

Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:

Mark F. Grant, Esq.
Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
PINE FOREST
(N/K/A ESTERO PRESERVE)
AND
AMENDMENT TO BYLAWS OF PINE FOREST PROPERTY OWNERS
ASSOCIATION, INC.
(N/K/A ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC.)**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PINE FOREST (N/K/A ESTERO PRESERVE) and AMENDMENT TO BYLAWS OF PINE FOREST PROPERTY OWNERS ASSOCIATION, INC. (N/K/A ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC.) ("Amendment") is made this 26th day of April, 2010, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Pine Forest was recorded February 11, 2008, in Instrument # 2008000036927, of the Public Records of Lee County, Florida (the "Declaration"); and

WHEREAS, the Bylaws are attached to the Declaration as Exhibit "D"; and

WHEREAS, Declarant is desirous of amending the Declaration; and

WHEREAS, the Declaration provides in Section 17.2 that until the Turnover, Declarant, to the maximum extent permitted by law, may unilaterally amend the Declaration without the consent of the Owners, the Association or any mortgagee; and

WHEREAS, the Bylaws provide in Section 1 of Article 13 that prior to the Turnover Date, Declarant may amend the Bylaws in its sole and absolute discretion; and

WHEREAS, the Turnover Date has not occurred as of the date of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration and Bylaws as follows:

1. All references in the Declaration and Bylaws to the term "Pine Forest" are hereby revised to read "Estero Preserve".

2. All references in the Declaration and Bylaws to the term "Pine Forest Property Owners Association, Inc." are hereby revised to read "Estero Preserve Property Owners Association, Inc.".

3. Section 6.6.2 of the Declaration is hereby amended by adding the following paragraph:

The Association shall be responsible for all necessary maintenance and repair of the fence and landscaping as described in that certain Fence Easement recorded in Instrument #2010000103509, of the Public Records of Lee County, Florida.

4. Section 15.19.2 of the Declaration is hereby amended to read as follows:

Section 15.19.2. **Leasing Provisions.** Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The tenants must be the lessee and his family. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

5. Section 15.19 of the Declaration is hereby amended to add subsection 15.19.3, as follows:

Section 15.19.3. **Collection of Rent by Association if Owner Delinquent and Enforcement of Compliance with Declaration.** In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the

tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot.

6. Section 15.26.4 of the Declaration is hereby amended to read as follows:

Section 15.26.4. **Air Conditioning Units.** No air conditioning units, other than the unit(s) as initially installed, may be located on a Lot, except with approval of the DRC. All air conditioning units shall be screened from view of Common Property and adjacent Lots.

7. Section 15.26.8 of the Declaration is hereby amended to read as follows:

Section 15.26.8. **Fences.** Any fence placed upon any Lot must be approved by the DRC, as provided in Article 14, prior to installation. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the DRC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the DRC's approval, at the time the fence is installed. Dog runs or animal pens of any kind shall not be permitted to be placed or erected on any portion of the Property.

Notwithstanding that an Owner has obtained the approval of the DRC to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the DRC's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example

and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the DRC and is permitted to cross any such easements, such DRC's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the DRC approval required by Article 14.

8. Section 15.26.10 of the Declaration is hereby amended to read as follows:

Section 15.26.10. **Play Equipment, Etc.** All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops, backboards and similar sporting or playground equipment may be erected or placed on Lots, subject to the approvals required in Article 14, and subject to limitations contained in the Design Review Manual. Any permitted basketball hoops, backboards and similar sporting equipment must be stored in the garage overnight and when not in use. No garage, roof mounted, or in-ground mounted basketball backboards are permitted.

9. Section 15.26.11 of the Declaration is hereby amended to read as follows:

Section 15.26.11. **Window Coverings.** All windows on any structure which are visible from the street or dwellings on other Lots shall have interior window coverings which have a white or off-white backing, natural wood grain shutters, or blend with the exterior color of the dwelling, unless otherwise approved pursuant to Article 14. Reflective window covers are prohibited.

10. Section 15.26 of the Declaration is hereby amended to add subsection 15.26.12 as follows:

Section 15.26.12. **Hurricane Shutters.** No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Association's consent, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the

National Hurricane Center encompassing the Estero Preserve location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season.

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

11. Section 17.6 of the Declaration is hereby amended to read as follows:

Section 17.6. **Right of Entry.** The Association shall have the right, but not the obligation, to enter into any Lot for emergency and safety reasons to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with the Declaration, the Bylaws and such right shall also extend to the Association's Board of Directors, officers, agents, employees, managers and all policemen, firemen, ambulance personnel, and similar emergency personnel, in the performance of their respective duties. Except in an emergency, the exercise of the Association's rights of access to the Lot shall be accomplished by providing the Owner with fourteen (14) days notice of the Association's exercise of its right of entry, with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Lot. The Association must then provide the Owner with a second notice seven (7) days prior to such entry by the Association. In the event of an emergency, whenever possible and prudent to the circumstances, 24 hour notification shall be delivered to the Owner prior to the Association entering the Lot. This right of entry shall include, but not be limited to, the right of the Association to enter a Lot to cure any condition which is in violation of the Declaration, in the event an Owner fails or refuses to cure the conditions within a reasonable time after request by the Board. Owner has a duty to secure and control pets and take other reasonable measures to enable the Association and all other parties to exercise their rights hereunder.

12. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.5:

Section 19.1.5. Prevents Declarant, its successors, assigns, employees, contractors, sub contractors and potential purchasers access to the Estero Preserve property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant, its successors,

assigns, employees, contractors, sub contractors and potential purchasers access to the Estero Preserve property.

13. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.6:

Section 19.1.6. Prevents Declarant and its nominees the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Lots or real property within or outside Estero Preserve, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Property and show homes, and Declarant further reserves the right to make repairs to the Property and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Property and shall remain the property of Declarant.

14. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.7:

Section 19.1.7. Prevents Declarant the right to enter upon the Property (including, without limitation, all drainage easements) to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Estero Preserve and all Improvements therein for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements. This Section 19.1.7 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant.

15. Exhibit "A," Legal Description of Property, is attached hereto and incorporated herein by this reference and is being rerecorded to add the plat recording information inadvertently omitted when originally recorded.

16. Exhibit "B," Legal Description of Common Areas, is attached hereto and incorporated herein by this reference and is being rerecorded to add the plat recording information inadvertently omitted when originally recorded.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

Witnesses:

John Asher

Signature John Asher

Printed Name

Wanda Andrews Bishop

Signature Wanda Andrews Bishop

Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

Steve Kempton

By: Steve Kempton

Printed Name: Steve Kempton

Title: Authorized Agent

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by STEVE KEMPTON, as VICE PRESIDENT of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in them by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of April, 2010.

Denise J. Clarke
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public

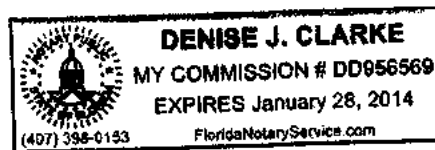


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All property shown on plat of **PINE FOREST**, as recorded in **INSTRUMENT #**
2008000061313, Public Records of Lee County, Florida.

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA;

LESS AND EXCEPT:

THE RIGHT-OF-WAY OF PINE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 394, AT PAGE 180 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE RUN NORTH 00° 45' 13" WEST, ALONG THE EASTERN BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD, AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°45'13" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 636.72 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20; THENCE RUN SOUTH 88°40'16" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, FOR A DISTANCE OF 661.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 00°44'45" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 637.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD; THENCE RUN NORTH 88°35'41" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 662.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.68 ACRES, MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF COMMON AREAS

Description of TRACT "A" as shown on PINE FOREST, a plat recorded in instrument # 2008000061313 of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence along said north side of Pine road S.88°35'41"W., a distance of 260.68 feet to the POINT OF BEGINNING; thence from said Point of Beginning continuing along the said north side of Pine Road, S.88°35'41"W., a distance of 40.00 feet; thence leaving said side of Pine Road along Block "A" the five (5) following courses and distances, 1) N.00°44'45"W., a distance of 104.01 feet to a point of curve; 2) northwesterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; 3) S.89°15'15"W., a distance of 182.37 feet to a point of curve; 4) thence northwesterly, a distance of 89.54 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°00'00" to a point of tangency; 5) N.00°44'45"W., a distance of 456.50 feet; thence along the northerly plat limits N.88°40'16"E., a distance of 40.00 feet; thence along the west side of Block "B", S.00°44'45"E., a distance of 87.83 feet; thence crossing a portion of the herein described lands, S.00°44'45"E., a distance of 74.00 feet to a point on the west side of Block "D"; thence along the said west side of Block "D", S.00°44'45"E., a distance of 295.07 feet to a point of curve; thence still along Block "D" southeasterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00"; thence along the south side of Block "D", N.89°15'15"E., a distance of 182.38 feet; thence crossing a portion of the herein described lands, N.89°15'15"E., a distance of 74.00 feet to a point on the south side of Block "C"; thence along the said south side of Block "C", N.89°15'15"E., a distance of 81.64 feet to a point of curve; thence still along Block "C" northeasterly, a distance of 26.71 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'28" to a point of tangency; thence along the east side of Block "C", N.00°45'13"W., a distance of 298.51 feet to a point of curve; thence still along Block "C", northwesterly, a distance of 26.87 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°34'32" to a point of tangency; thence along the north side of Block "C", S.88°40'16"W., a distance of 81.60 feet to a point of curve; thence still along Block "C", southwestery, a distance of 26.53 feet along a curve to the left having a radius of 17.00 feet and a central angle of 89°25'01" to a point of curve; thence along the west side of Block "C", S.00°44'45"E., a distance of 297.68 feet to a point of curve; thence still along Block "C", southeasterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00"; thence crossing the herein described lands along a non-tangent line S.89°15'15"W., a distance of 74.00 feet to a point on the south side of Block "D"; thence along said Block "D" to the northeast, a distance of 26.70 feet along a non tangent curve to the left of which the radius point lies N.00°44'45"W. a radius of 17.00 feet, and having a central angle of 90°00'00" to a point of tangency; thence along the east side of Block "D", N.00°44'45"W., a distance of 296.93 feet to a point of curve; thence still along Block "D", northwesterly, a distance of 26.88 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°34'59" to a point of tangency; thence along the north side of Block "D", S.88°40'16"W., a distance of 182.38 feet to a point of curve; thence along Block "D", southwestery, a distance of 26.53 feet along a curve to the left having a radius of 17.00 feet and a central angle of 89°25'01" to a point on the west side of Block "D"; thence crossing the herein described lands along a non-tangent line N.00°44'45"W., a distance

Tract "A" Description
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of 74.00 feet to a point on the afore said west side of Block "B"; thence southeasterly along Block "B" a distance of 26.88 feet along a non tangent curve to the left of which the radius point lies N.89°15'15"E. a radius of 17.00 feet, and having a central angle of 90°34'59" to a point of tangency; thence along the south side of Block "B", N.88°40'16"E., a distance of 337.23 feet to a point of curve; thence still along Block "B", southeasterly, a distance of 90.11 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°34'32" to a point of tangency; thence partly along the west side of Block "B" and partly along Tract "B", S.00°45'13"E., a distance of 298.51 feet to a point of curve; thence still along Tract "B" the four (4) following courses and distances, 1) southwesterly, a distance of 89.54 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°00'28" to a point of tangency; 2) S.89°15'15"W., a distance of 81.64 feet to a point of curve; 3) southwesterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; 4) S.00°44'45"E., a distance of 103.55 feet to the POINT OF BEGINNING.

Containing 82,483 square feet or 1.893 acres, more or less.

Being a 40 feet wide Private Road Right of Way, Access Easement, Public Utility Easement and Drainage Easement as shown on said plat.

Description of TRACT "B", Storm Water Detention Area, as shown on PINE FOREST, a plat recorded in Instrument #~~2008000061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide, being the POINT OF BEGINNING; thence from said Point of Beginning along the said north side of Pine Road, S.88°35'41"W., a distance of 260.68 feet; thence leaving said side of Pine Road along the east side of Green Oak Drive, 40 feet wide, N.00°44'45"W., a distance of 103.55 feet to a point of curve; thence northeasterly, a distance of 26.70 feet along a curve to the right having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; thence along the south side of Broadleaf Circle, 40 feet wide, N.89°15'15"E., a distance of 81.64 feet to a point of curve; thence northeasterly, a distance of 89.54 feet along a curve to the left having a radius of 57.00 feet and a central angle of 90°00'28" to a point of tangency; thence along the east side of said Broadleaf Circle, N.00°45'13"W., a distance of 107.15 feet; thence along Lot #8 of Block "B" N.89°14'47"E., a distance of 105.00 feet; thence along the easterly limits of said plat S.00°45'13"E., a distance of 281.72 feet to the POINT OF BEGINNING.

Containing 48,904 square feet or 1.1227 acres, more or less.

Subject to a 10 feet wide Public Utility Easement, 20 feet wide Lee County Utility Easements and a 30 feet by 30 feet Lee County Utility Easements as shown on said plat.

Description of TRACT "C", Open Space and Landscaping Area, as shown on PINE FOREST, a plat recorded in Instrument # ~~2008000061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence along said north side of Pine road S.88°35'41"W., a distance of 260.68 feet; thence leaving said side of Pine Road, along the east side of Green Oak Drive, 40 feet wide, N.00°44'45"W., a distance of 177.55 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING, continuing along the said east line of Green Oak Drive, N.00°44'45"W., a distance of 297.68 feet to a point of curve; thence northeasterly 20.14 feet along a curve to the right having a radius of 17.00 feet and a central angle of 67°52'15"; thence leaving side of said Green Oak Drive, in and through Block "C", along a non radial line S.00°45'13"E., a distance of 329.20 feet; thence northwesterly 20.19 feet along a non tangent curve to the right, of which the radius point lies N.21°13'24"E., a radial distance of 17.00 feet; through a central angle of 68°01'51" to the POINT OF BEGINNING.

Containing 3,403 square feet or 0.0781 acres, more or less.

Description of TRACT "D", Tortoise Preserve, as shown on PINE FOREST, a plat recorded in Instrument # ~~2008000061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence leaving said side of Pine Road along the easterly limits of the said plat, N.00°45'13"W., a distance of 506.72 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING along Lot 6 of Block "B", S.89°14'47"W., a distance of 115.98 feet to the northeasterly side of Broadleaf Circle, 40 feet wide. Thence along said side of Broadleaf Circle northwesterly 14.31 feet along the arc of a non tangential circle curving to the left, of which the radius point lies S.53°04'58"W., a radial distance of 57.00 feet, having a central angle of 14°23'00"; thence leaving said side of Broadleaf Circle along the east line of Lot 5 of Block "B" along a non radial line, N.01°19'44"W., a distance of 118.35 feet; thence along the northerly plat limits, N.88°40'16"E., a distance of 126.97 feet; thence along the aforesaid easterly plat limits, S.00°45'13"E., a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 16,286 square feet or 0.3739 acres, more or less.

Subject to a 3.5 feet Lee County Utility Easement and 10 feet wide Public Utility Easement along the southwesterly portion thereof as shown on the said plat.

COVENANT & RULES AND REGULATIONS COMPLIANCE RESOLUTION

Resolution No: 08222017-1

A Resolution by the Board of Directors of the Estero Preserve Property Owners Association, Inc.
Covenant Compliance & Rules and Regulations Resolution

WHEREAS, the Board of Directors for the Estero Preserve Property Owners Association has discussed concerns voiced by owners and Members of the Board of Directors about the "peaceful enjoyment" within the community and ongoing problems with pets making noise and being left unattended in yards and screen enclosures, violation of section 15.4, and the need to maintain the Community Standards set forth in the Association Covenants and Rules and Regulations, the Board hereby clarifies, and approves the re-establishment of community standards codified at the creation of the community, and instructs the Manager to communicate all such compliance information to the Membership. The following is provided:

No home owner shall own, harbor, or allow with a guest more than two dogs to reside, at any given time, at any home, and all such pets must be kept indoors unless accompanied by the owner and must not be allowed to create a "nuisance" or "disturbance" of the Neighbors or Community.

Approved and adopted the 22th day of August, 2017. I, the undersigned, hereby certify that the foregoing Resolution Number 08222017-1 was duly adopted by the Board of Directors for Estero Preserve Property Owners Association, Inc.

Certified by the Secretary for the Board of Directors

***Estero Preserve
Basic Regulations***

WHEREAS, the Bylaws provide in Section 1 of Article 13 that prior to the Turnover Date, Declarant may amend the Bylaws in its sole and absolute discretion; and

WHEREAS, the Turnover Date has not occurred as of the date of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration and Bylaws as follows:

1. All references in the Declaration and Bylaws to the term "Pine Forest" are hereby revised to read "Estero Preserve".

2. All references in the Declaration and Bylaws to the term "Pine Forest Property Owners Association, Inc." are hereby revised to read "Estero Preserve Property Owners Association, Inc.".

3. Section 6.6.2 of the Declaration is hereby amended by adding the following paragraph:

The Association shall be responsible for all necessary maintenance and repair of the fence and landscaping as described in that certain Fence Easement recorded in Instrument #2010000103509, of the Public Records of Lee County, Florida.

ARTICLE 5. MEMBERSHIP AND VOTING RIGHTS

Section 5.1. Membership. Every Owner of a Lot shall be deemed to have either a Class "A" or Class "B" membership in the Association, as provided in Section 5.2 below, and shall have such rights and/or obligations relative to the Association as are specifically set forth herein.

No Owner of a Lot, whether one (1) or more Persons, shall have more than one (1) membership per Lot. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. In the event a Member is a corporation, partnership, trust or other entity or joint form of ownership, voting rights may be exercised by the individuals listed on a certificate filed with the Secretary of the Association or other evidence of authority acceptable to the Association, and rights to use the Common Areas shall be by the occupant of the Lot; a transfer may be subject to notification and compliance with all applicable Rules and Regulations which may include a transfer fee charged by the Association for use of the recreational facilities. Membership shall be appurtenant to, and may not be separated from, ownership of Lots, except as otherwise provided herein. Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument conveying record fee title to the Lot. The Owner designated by such instrument shall, by said Owner's acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated. Further, if a Lot is owned by a corporation, partnership, trust or other entity, the person designated by such corporation, partnership, trust or other entity shall be entitled to serve as an officer or director of the Association notwithstanding that such person is not a Member of the Association.

Section 6.2. Maintenance by Association. Commencing as of the date hereof, Association shall operate, maintain and keep in good repair the Areas of Common Responsibility, which shall include without limitation all infrastructure dedicated or conveyed to the Association, (including without limitation common area rights-of-way, utility easements, common area landscaping and other common area tracts and facilities) such maintenance to be funded as hereinafter provided. Operation of the Common Property shall include, without limitation, all costs of operation, maintenance, utilities, taxes and assessments with respect to the Common Property. The maintenance to be performed by the Association shall include, but need not be limited to, maintenance, repair and replacement (subject to any insurance then in effect) of all landscaping and other flora, structures, and improvements, including all private streets (except those portions thereof which are the responsibility of the Owner), sidewalks, utility easements, and other improvements owned by the Association, situated upon the Common Area, and such portions of any additional property included within the Areas of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement with the Association. The maintenance provided by the Association may also include dispensing maintenance chemicals to the extent necessary or desirable, in the judgment of the Association. The Association reserves a perpetual right of easement on and over and under all Lots to dispense maintenance chemicals and to take other action which, in the opinion of the Association, is necessary to control insects, vermin, weeds and fungi on the Common Property, exclusive of the interior of Owner's homes constructed on the Lots. The providing of maintenance chemicals as described above shall not be construed as an obligation on the part of the Association to provide such services. Notwithstanding anything appearing in this Section to the contrary, the Association is not responsible for any maintenance for those portions of the Property which are specified hereinafter to be maintained by the Owner.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of Areas of Common Responsibility shall be a Common Expense to be allocated among all Lots subject to Assessment as part of the Common Assessment.

All Lots on which no improvements have been constructed shall be mowed and groomed by the Owner on a periodic, mandatory basis, as determined by the Association.

The Association shall have the obligation for maintenance and operation of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first.

In the event the Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owner(s) may seek to specifically enforce the provisions of this Declaration, subject to the terms and provisions hereof.

Section 6.3. Owner's Responsibility. Each Owner shall maintain his or her Lot and all structures, parking areas, and other improvements thereon, unless such maintenance is the responsibility of the Association pursuant to this Declaration, a Supplement hereto, or Plat. In the event a home constructed on a Lot is going to be unoccupied for a consecutive period of one (1) month or longer, the Association may require the Owner to designate a responsible firm or individual to undertake his or her general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining exterior appearance, safeguarding the property to prepare for severe weather and repairing the property in the event of any damage therefrom. At the request of the Association, the name(s) and address of such firm or individual must be furnished to the Association. Notwithstanding anything to the contrary herein,

WITH RESPECT TO THE TRACTS DEDICATED TO THE ASSOCIATION ON THE PLAT, THE ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL TREES, SHRUBBERY AND OTHER LANDSCAPING ON SAID TRACTS. FOR LOTS ABUTTING LAKES OR PONDS, THE ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL TREES, SHRUBBERY AND OTHER LANDSCAPING LOCATED BETWEEN THE BOUNDARY OF THE OWNER'S LOT UP TO AND INCLUDING THE ENTIRE LAND AREA TEN FEET (10') BEYOND THE WATER'S EDGE OF SUCH LAKE OR POND. MAINTENANCE OF TREES, SHRUBBERY AND PLANTS WILL APPLY ONLY TO SUCH LANDSCAPING ORIGINALLY INSTALLED, AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT THEREOF (WHICH SHALL BE THE OWNER'S RESPONSIBILITY AND OBLIGATION). THE MINIMUM (THOUGH NOT SOLE) STANDARD FOR THE FOREGOING SHALL BE THE GENERAL APPEARANCE OF THE PROPERTIES AS INITIALLY LANDSCAPED (SUCH STANDARD BEING SUBJECT TO BEING RAISED BY VIRTUE OF THE NATURAL AND ORDERLY GROWTH AND MATURATION OF APPLICABLE LANDSCAPING AS PROPERLY TRIMMED AND MAINTAINED). THE ASSOCIATION, AT THE OPTION OF THE BOARD OF DIRECTORS, MAY REPLACE TREES, SHRUBBERY, GRASS AND OTHER LANDSCAPING AS ORIGINALLY INSTALLED IN THE EVENT OF AN ACT OF GOD OR OTHER EVENT AFFECTING THE PROPERTIES. THE ASSOCIATION SHALL ALSO MAINTAIN THE SPRINKLER SYSTEMS ORIGINALLY INSTALLED BY THE DECLARANT EXCLUDING PORTIONS OF SPRINKLER SYSTEMS WITHIN SCREENED OR ENCLOSED AREAS, BUT SHALL HAVE NO OBLIGATION TO REPLACE ANY PORTIONS OF THE SPRINKLER SYSTEM UNLESS THE ASSOCIATION DEEMS IT APPROPRIATE TO REPAIR OR REPLACE THE SAME. THE ASSOCIATION MAY ELECT TO ASSESS INDIVIDUAL LOT OWNERS FOR THE RESPONSIBILITY OF MAINTAINING LANDSCAPE AND SPRINKLER SYSTEM UPGRADES. MOREOVER, THE COST OF MAINTENANCE, REPAIR, OR REPLACEMENT OF THE SPRINKLER SYSTEMS, TREES, SHRUBBERY, GRASS AND OTHER LANDSCAPING CAUSED BY OR RESULTING FROM THE NEGLIGENT OR INTENTIONAL ACT OF THE OWNER, HIS FAMILY OR INVITEES, WILL BE LEVIED AS A BENEFIT ASSESSMENT AGAINST SUCH OWNER.

All maintenance required by this Section 6.3 shall be performed in a manner consistent with the Community-Wide Standards. After ten (10) days' notice by the Board of Directors to correct deficient maintenance, if said deficiencies remain uncured, then the Board of Directors shall have the absolute right to contract for and to perform, maintenance as shall be prescribed by the Board of Directors. For this purpose, the Owner grants unto the Board of Directors, its agents, employees, and all others designated by the Board of Directors, the right to enter upon the property of the Owner for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. Advance notice shall not be required if the Association determines an emergency condition exists. The cost of such

Section 6.3.2. Gopher Tortoise Habitat Protection. The Association and each Owner acknowledge that portions of Pine Forest are subject to a Gopher Tortoise Management Plan, which provides for habitat protection for Gopher Tortoises as required by the Florida Game & Fresh Water Fish Commission and Lee County Environmental Review Department. Any costs and expenses imposed upon the Property pursuant to the foregoing plan shall be Common Expense.

Section 13.7. Reserve Budget and Reserve Contribution. The Board of Directors may, but shall not be required to, annually prepare a reserve budget which may take into account the number and nature of replaceable assets, the useful life of each asset and the anticipated repair and replacement cost. If a reserve budget is established, the Board shall set the required reserve contribution. The reserve contribution required shall be fixed by the Board and included within and distributed with the budget and Common Assessment, as provided in Section 13.3 of this Article.

DECLARANT SHALL NOT BE OBLIGATED TO FUND CAPITAL EXPENDITURES, WHICH MAY REQUIRE A SPECIAL ASSESSMENT OF THE OWNERS.

NOTHING IN THIS SECTION OR THIS DECLARATION SHALL REQUIRE THE ASSOCIATION TO COLLECT OR ASSESS FOR CAPITAL RESERVES. IF RESERVES ARE COLLECTED, NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTED WILL BE SUFFICIENT FOR CAPITAL REPLACEMENTS OR REPAIRS OR THAT ANY RESERVE BALANCE SHALL BE AVAILABLE AT TURNOVER.

ARTICLE 14. ARCHITECTURAL STANDARDS

All property which is now, or may hereafter be, subjected to this Declaration is subject to architectural and site plan review. This review shall be in accordance with this Article and such standards and principles (the "Design Review Manual"), promulgated from time to time by Declarant or the DRC. The DRC shall have the authority to review and approve architectural plans and the plans and specifications for the location, size, type or appearance of any structure or other improvement on any Lot or any portion of the Properties, or to enforce standards for the external appearance of any structure or improvement located on a Lot or any portion of the Properties, all as more particularly provided in this Article 14. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the DRC. Until the retail closing of the sale of the last home to be built in the Properties, Declarant also shall have the authority to enforce decisions of the DRC

Section 15.26.4. Air Conditioning Units. No air conditioning units, other than the unit(s) as initially installed, may be located on a Lot, except with approval of the DRC. All air conditioning units shall be screened from view of Common Property and adjacent Lots.

7. Section 15.26.8 of the Declaration is hereby amended to read as follows:

Section 15.26.8. Fences. Any fence placed upon any Lot must be approved by the DRC, as provided in Article 14, prior to installation. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the DRC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the DRC's approval, at the time the fence is installed. Dog runs or animal pens of any kind shall not be permitted to be placed or erected on any portion of the Property.

Section 15.26.10. Play Equipment, Etc. All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops, backboards and similar sporting or playground equipment may be erected or placed on Lots, subject to the approvals required in Article 14, and subject to limitations contained in the Design Review Manual. Any permitted basketball hoops, backboards and similar sporting equipment must be stored in the garage overnight and when not in use. No garage, roof mounted, or in-ground mounted basketball backboards are permitted.

9. Section 15.26.11 of the Declaration is hereby amended to read as follows:

Section 15.26.11. Window Coverings. All windows on any structure which are visible from the street or dwellings on other Lots shall have interior window coverings which have a white or off-white backing, natural wood grain shutters, or blend with the exterior color of the dwelling, unless otherwise approved pursuant to Article 14. Reflective window covers are prohibited.

Section 15.26.12. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Association's consent, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Estero Preserve location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season.

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer

Section 15.2. Parking and Vehicular Restrictions. Parking in the Properties (other than in enclosed garages) shall be restricted to private automobiles and passenger-type vans, sport utility vehicles, jeeps and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed and/or designated for such purpose. Parking of motorcycles and "commercial vehicles" (as defined below) on a Lot between the hours of 7:00 p.m. and 8:00 a.m., E.S.T. is prohibited, unless fully enclosed in a closed garage. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times. No vehicle shall be left covered in a driveway for a period exceeding one (1) day.

No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer or vans (other than passenger vans or sport utility vehicles) shall be permitted to be parked or to be stored at any place within the Properties between the hours of 7:00 p.m. and 8:00 a.m., E.S.T., except in spaces for some or all of the above specifically designated by Declarant or the Association, if any, and in fully enclosed garages. No Owner shall keep any vehicle on the Common Areas which is deemed a nuisance by the Board. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used customarily for personal/family purposes, and those vehicles which contain commercial lettering. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board of Directors as to the commercial nature of a vehicle shall be binding on an Owner. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles, such as for construction use, or providing pick-up and delivery and other commercial services, nor to any vehicles of Declarant. No parking on lawns shall be permitted. No on-street parking shall be permitted, unless prior written approval by the Board of Directors or the Association Manager is obtained.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle (i) remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle, or (ii) otherwise impedes use of the Common Areas for their intended purpose. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By acquisition of title to a Lot, the Owner provides to the Association the irrevocable right to tow vehicles parked on the Owner's Lot which are in violation of this Declaration. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Vehicles not licensed for street use (such as by way of example, go-carts, ATV's, dirt bikes, etc.) shall not be driven within the Properties.

Section 15.3. Traffic Regulation. The Association may, but shall not be obligated to, employ individuals, a security company or enter into an agreement with local law enforcement, to enforce speed limits, rules and regulations, including, without limitation, imposition of fines, concerning operation of motorized vehicles, parking restrictions (collectively, "Traffic Regulations") and to otherwise provide a more secure environment. Traffic Regulations may include prohibitions and restrictions on parking on private rights-of-way, cul-de-sacs and roundabouts. Owners, for themselves, their family, lessees and invitees, acknowledge the Association may fine an individual for violation of Traffic Regulations and/or take other disciplinary action. Failure to pay any fine after an opportunity for a hearing on this matter may, to the extent permitted by applicable law, result in suspension of the privileges to use private streets in the Properties if the fine is imposed against the Owner, or his or her family member or lessee.

Section 15.4. Animals and Pets. No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets may be permitted in reasonable number determined by the Board of Directors in its discretion (which may be different based on Lot size and/or home type), provided they are not permitted to roam the Property. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. All pets shall be controlled by their Owner at all times and shall be leashed when not on the Owner's Lot and within an enclosed area. Those pets which, in the sole discretion of the Association, endanger the health of, make objectionable noise, or constitute a nuisance or inconvenience to, the Owners of other Lots or the owner of any portion of the Properties shall be removed upon request of the Board within three (3) days of written request; provided, however, if the Board determines an animal is a safety hazard, the Owner shall immediately remove the animal from the Property. No pets shall be kept, bred or maintained on any Lots for commercial purposes. Pets shall not be permitted on the Common Areas (except streets or walkways). An Owner's household pets shall be confined on a leash no greater than fifteen (15) feet in length or carried by a responsible person at all times whenever outside the boundaries of the Owner's Lot. All persons bringing a pet onto property other than their own shall be responsible for removing any solid waste of the pet.

Section 15.5. Nuisances. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon which would be a reasonable cause of embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. Except for Declarant's development activities, no outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 15.6. Hazardous Materials. Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of the Properties or operation of any permitted business within the Properties. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements.

Section 15.7. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties, except in containers located in appropriate areas, if any, and in all events, such containers shall not be visible from any of the Properties, except for the minimum time necessary for its collection. Trash shall be placed curbside no earlier than dusk the day prior to collection and empty receptacles shall be removed from curbside by 11:59 P.M. on the day of collection. Trash receptacles shall be kept within enclosed garages or out of view from adjacent streets. Said restriction shall not apply to construction sites. No odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired in a manner which is visible from Common Areas or other Lots, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties.

Section 15.8. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot.

Section 15.11. Weapons. The use and discharge of weapons within the Properties is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take any action to enforce this Section.

Section 15.12. Irrigation. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any Person, with the exception of the Association who may draw water from the lakes for purposes of irrigation of Common Areas. Irrigation wells are prohibited for Lots. The source of irrigation water for the Lots will be potable water received from the water utility serving the Community. Each Owner shall be required to install and maintain an underground sprinkler system on a Lot, which shall be installed as part of the original construction of the Owner's home. Irrigation systems for each Owner's Lot shall be installed and maintained in accordance with the Design Review Manual and the Community-Wide Standards.

Section 15.13. Tents, Trailers and Temporary Structures. Except as may be permitted by the Board of Directors, no tent, utility shed, shack, trailer, outbuilding, basement or other structure of a temporary nature shall be placed upon any Lot.

Section 15.14. Insurance Rates. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Lot or the Common Areas which would result in the cancellation of insurance on any Property insured by the Association or which would be in violation of any law.

Section 15.15. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit clear sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board of Directors.

Section 15.18. Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of Lot and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

Section 15.19. Leasing of Lots.

Section 15.19.1. Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

Section 15.19.2. Leasing Provisions. Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The tenants must be the lessee and his family. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

Section 15.20. Landscaping. Each Owner shall be responsible for maintenance of landscaping on Lots and adjacent areas as required by this Declaration. Installation and removal of landscaping shall be subject to the prior approval of the DRC. No trees or other landscaping shall be removed, except for diseased or dead trees or other landscaping, and trees or landscaping needing to be removed to promote the growth of other landscaping or for safety reasons, and such removal may be conditioned upon replacement of removed trees and landscaping, at Owner's expense.

Section 15.21. Fertilizers. All fertilizers and other chemical products used by Owners on their lawns and landscaping must be used in accordance with the manufacturer's recommendations. The application of any fertilizer and/or chemical product within five (5) feet of any surface water, including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any fertilizer and/or chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This prohibition shall not apply to the use of chemical agents by certified lake management specialists retained by the Association for the control of algae and vegetation within the stormwater lakes or ponds. The

Section 15.26.7. Energy Conservation Equipment. No solar energy collector panels, or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot, unless it is an integral and harmonious part of the architectural design of a structure and is approved in accordance with ARTICLE 14.

Section 15.26.8. Fences. No dog runs, animal pens or fences of any kind shall be permitted on any Lot, except as approved in accordance with ARTICLE 14.

Section 15.26.9. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This Section shall not apply to Declarant or its designee who may, but shall not be required to, provide an underground gas distribution system to service Lots. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 15.26.10. Play Equipment, Etc. All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops, backboards and similar sporting or playground equipment may be erected or placed on Lots, subject to the approvals required in ARTICLE 14, and subject to limitations contained in the Design Review Manual.

Section 15.26.11. Window Coverings. All windows on any structure which are visible from the street or dwellings on other Lots shall have interior window coverings which have a white or off-white backing, natural wood grain shutters, or blend with the exterior color of the dwelling, as approved pursuant to ARTICLE 14. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building, unless first approved in accordance with ARTICLE 14. Temporary storm shutters are permitted but are subject to the limitations contained in the Design Review Manual. Permanent storm shutters are permitted only when incorporated into the design of the home and approved by the DRC.

Section 15.22. Septic Tanks. Septic tanks are not permitted on any portion of the property, except for sales centers and construction offices which have received approval for septic tanks from the Association.

Section 15.23. Wells and Drainage. No private water system shall be constructed on any Lot. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with an Owner's use of the Property.

Section 15.25. **Children's Use of Common Areas.** Parents shall be responsible for all actions of their minor children at all times in and about the Property.

Section 15.26. **Approval by DRC.** The following use restrictions are restrictions that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the DRC in accordance with ARTICLE 14. The following restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval in accordance with ARTICLE 14.

Section 15.26.1. **Signs.** No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and "For Sale," shall be erected within the Properties without the written consent of the DRC, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs (similar or otherwise). If permission is granted to any Owner to erect a sign within the Properties, the DRC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Except for Declarant, under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties. No sign shall be nailed or otherwise attached to trees.

Section 15.26.2. **Driveways, Walkways and Mailboxes.** All driveways, sidewalks and mailboxes shall be maintained in the style and color originally established or approved in accordance with ARTICLE 14. The DRC may, in its discretion, adopt a uniform style and color for mailboxes within the Property.

Section 15.26.3. **Pools.** No above-ground pools shall be erected, constructed or installed on any Lot. Above-ground spas or jacuzzis may be permitted, if approved in accordance with ARTICLE 14. All equipment shall be placed at the rear of a Lot and shall be screened from view of Common Property and adjacent Lots.

Section 15.26.4. **Air Conditioning Units.** No air conditioning units, other than the unit(s) as initially installed, may be located on a Lot, except with approval of the DRC. All air conditioning units shall be placed at the rear of a Lot and shall be screened from view of Common Property and adjacent Lots.

Section 15.26.5. **Lighting.** All exterior lights must be approved in accordance with ARTICLE 14, with the exception of seasonal Christmas or holiday decorative lights, which may only be displayed between Thanksgiving and January 10th, and are not permitted to remain fixed on the Property outside of these dates designated for display.

Section 15.26.6. **Exterior Sculptures and Similar Items; Flags; Artificial Vegetation.** All artificial vegetation, fountains, flags and similar items must be approved in accordance with ARTICLE 14; provided, however, that nothing herein shall prohibit the appropriate display of one portable, removable United States Flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day the appropriate display of the official flags, not larger than 4 1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.