

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

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

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

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

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

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

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

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

COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

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

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

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

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

JOINDER

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

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

Signed, sealed and delivered in the presence of:

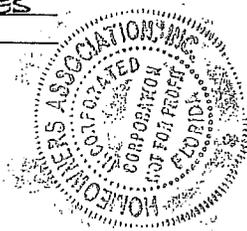
Catalina at Winkler Homeowner's Association, Inc., a not-for-profit Florida corporation

Stephanie Neafsey
Name: STEPHANIE NEAFSEY

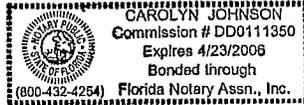
By: [Signature]
Name: MICHAEL HUMPHRIES
Title: PRESIDENT

[Signature]
Name: SASKIA AGARD

(Corporate Seal)



STATE OF FLORIDA)
)SS.
COUNTY OF BROWARD)



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

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

My Commission Expires: 4-23-06