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1. Upon conveyance of any lot, the purchaser his/her/its successors and assigns shall be required to build all improvements on said lots consistent with the elevation, setback and designs proposed in the Lee County Development Order plans done by Banks Engineering, approved on August 3, 1999. All owners shall comply with all requirements of Lee County and any other governmental entity with jurisdiction, including any landscaping requirements regarding the individual property.
2. Each owner, his/her/its successors and assigns shall be responsible for complying with the overall grading and drainage plan set forth in the grading plan described in the Lee County Development Order plans done by Banks Engineering and approved August 3, 1999.
3. All construction within the subdivision shall be required to comply with the following in addition to architectural control standards which may be set in the future:

- A. At a minimum, all homes shall be constructed with cement tile roofs, a two (2) car garage, 1800 square foot homes underroof and air conditioned on perimeter lots and 2,100 square foot homes, underroof and air conditioned on lake and preserve lots with a minimum landscaping dollar expenditure requirement of \$4,000.00 per perimeter lot, \$5,000.00 per lake and preserve area with Floratan sod, and well or irrigation to be provided for either separately on each lot or if approved by the South Florida Water Management District by central irrigation system to be installed by the DEVELOPER. The architectural review

procedure will provide for the review of plans, specifications, colors and landscaping plans and for a uniform mail box requirement amongst other requirements.

- B. All construction within the development shall be stem wall construction with uniform flood elevations to comply with the grading plan referenced in the Development Order herein noted above.
- C. In conjunction with all construction on perimeter lots, owner shall construct a four foot wide concrete sidewalk adjacent to the street curb running the entire street frontage of the lot in accordance with the DEVELOPER'S requirements and all driveways will be stamped concrete.
- D. All owners, his/her/it's successors and assigns agree by acquisition of their property to such additional reasonable requirements as may be imposed during the architectural review process.
- E. Each owner or their Building Contractor shall be required to place with the Developer or the Association a deposit as Security for the repair or replacement of any damage to common area property as defined in Declaration of Covenants, Conditions and Restrictions for Southwind recorded in Official Record Book 3235 at Page 1796, Public Records of Lee County, Florida in an amount set by the Developer or the Association from time to time.

- 4. The foregoing specific restrictions are not intended to modify the provisions of Article VIII involving architectural standards as provided in the Declaration of Covenants, Conditions and Restrictions for Southwind recorded Official Record Book 3235 at Page 1796, Public Records of Lee County, Florida and such authority of the architectural Review Committee to adopt standards and to approve plans and specifications, including the nature, kind, shape, color and size of material and the location of modifications, additions and alterations shall remain in full force and effect and unchanged.

Sidewalks

the Association authorized to vote on Amendments, plus the
DEVELOPER who is the only Class B Member.

In witness whereof, the parties have set their hand and seal this 7 day of
December, 2000.

FDR PROPERTIES, L.L.C., a Minnesota
limited liability company

Sharon Heston
Witness

By: [Signature]
Rick D. Murray, Chief Manager

Caren Polk
Witness

STATE OF FLORIDA
COUNTY OF LEE

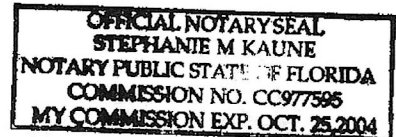
The foregoing instrument was acknowledged before me this 17th day of DECEMBER, 2000, by RICK D. MURRAY, as Chief Manager of FDR PROPERTIES, L.L.C., a Minnesota limited liability company, who is personally known to me or who has produced _____ as identification and who did not take an oath.

(Notary Seal)

Stephanie Kaune
Signature of Notary Public

STEPHANIE KAUNE
Printed name of Notary Public

My commission expires:



ROYAL CORINTHIAN HOMES, a division of
J.L. WALLACE, INC., a Florida Corporation

By: [Signature]
Jerald L. Wallace, its President

Sharon Heston
Witness
Caren Pock
Witness

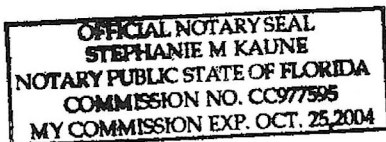
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17th day of DECEMBER, 2000, by JERALD L. WALLACE, President of Royal Corinthian Homes, a division of J.L. Wallace, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification and who did not take an oath.

(Notary Seal)

Stephanie Kaune
Signature of Notary Public

STEPHANIE KAUNE
Printed name of Notary Public
My commission expires:



Linda S. Paul
Witness

Ricarda J. Taylor
Witness

PAUL HOMES, INC., a Florida Corporation

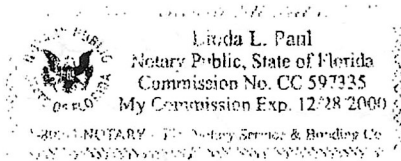
By: Robert D. Knight, Jr.
Robert D. Knight, Jr., Vice President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 7th day of December, 2000, by Robert D. Knight, Jr. as Vice President of Paul Homes, Inc., a Florida Corporation who is personally known to me or who has produced _____ as identification and who did not take an oath.

(Notary Seal)



Linda L. Paul
Signature of Notary Public

LINDA L. PAUL
Printed name of Notary Public
My commission expires:

Pat Subaway
Witness
Jennifer Barnes
Witness

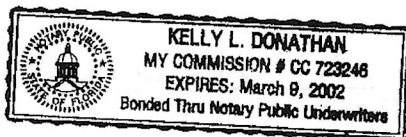
STATE OF FLORIDA
COUNTY OF LEE

MARVIN DEVELOPMENT, INC., a Florida Corporation

By: Richard Durling
Richard Durling, as President

The foregoing instrument was acknowledged before me this 7th day of December, 2000, by Richard Durling as President of Marvin Development, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification and who did not take an oath.

(Notary Seal)



Kelly L. Donathan
Signature of Notary Public

Kelly L. Donathan
Printed name of Notary Public
My commission expires: