

INSTR # 5057495 OR BK 3360 PG 0941 RECD 02/05/01 03:05 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK Y Odom

**CERTIFICATE OF AMENDMENT
TO THE BYLAWS
OF
FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT, the amendments to the Bylaws set out herein and made a part hereof (said Bylaws being recorded in Official Records Book 1938, at Page 4679, et. seq., of the Public Records of Lee County, Florida) passed in accordance with the necessary affirmative votes to pass the amendments as required; and that as a result of the foregoing, and proper notice having been given, said amendments have been duly adopted.

NOTE: New language is underlined; language being deleted is shown in ~~strike-through~~ type.

The Bylaws of Fountain Lakes Community Association, Inc. shall be amended by amending Section 7.7 and adding Sections 7.8, 7.9, 7.10 and 7.11 as follows:

~~7.7: A report of the accounts of the Corporation shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be furnished to Developer and each Representative and Neighborhood Association no later than the first day of April of the year following the year to which the report is made. The report shall be deemed to be furnished to the above named parties upon its delivery or mailing to the above named parties shown on the records of the Corporation at their last known addresses as shown on the records of the Corporation.~~

7.7. Financial Reporting and Audits. The Community Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Community Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

(A) Financial statements presented in conformity with generally accepted accounting principles; or

(B) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Community Association.

A formal certified audit of the accounts of the Community Association, if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each member.

7.8. Reserves. The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to reduce the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

7.9. Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Community Association handling or responsible for Community Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Community Association.

7.10. Accounts and Accounting Procedures. The financial and accounting records of the Community Association, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(A) Accurate, itemized, and detailed records of all receipts and expenditures.

(B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

(C) All tax returns, financial statements, and financial reports of the Community Association.

(D) Any other records that identify, measure, record or communicate financial information.

7.11. Application of Payments and Commingling of Funds. All monies collected by the Community Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Community Association shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
FOUNTAIN LAKES**

INSTR # 5057496 OR BK 3360 PG 0945 RECD 02/05/01 03:06 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK W ODOM

WE HEREBY CERTIFY THAT, the amendments to the Declaration of Covenants and Restrictions set out herein and made a part hereof (said Declaration being recorded in Official Records Book 1936, at Page 4601, et. seq., of the Public Records of Lee County, Florida) passed in accordance with the necessary affirmative votes to pass the amendments as required; and that as a result of the foregoing, and proper notice having been given, said amendments have been duly adopted.

NOTE: New language is underlined; language being deleted is shown in ~~strike-through~~ type.

The Declaration of Covenants and Restrictions of Fountain Lakes shall be amended by amending ARTICLE III(C)(4) and adding ARTICLES III(C)(23), (24) and (25), ARTICLE X, ARTICLE XI and ARTICLE XII as follows:

ARTICLE III(C)(4) shall be amended as follows:

(4) ~~Antennas, Aerials, Satellite Dishes and Flagpoles: Except as may be permitted by uniform policies promulgated by the Corporation or with the prior written consent of the Corporation, no antennae, aerials, satellite dishes or flagpoles shall be placed upon the Committed Property unless completely inside a Dwelling Unit, except as may be required for cable television services.~~

(4) Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Dwelling Unit or upon any improvements thereon, unless expressly approved in writing by the Board, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the federal Telecommunications Act of 1996, as amended from time to time. The Community Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Community Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations.

A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Community Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Article III(C)(4) shall not apply to the Developer.

ARTICLES III(C)(23), (24) and (25) shall be added as follows:

(23) Lighting. All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by the Community Association. Except as may be initially installed or approved by the Community Association, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the Community Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other owners or occupants of the Community, shall be allowed.

(24) Temporary Factory-Built or Existing Structures. No structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected without the prior written permission of the Board. No tent, trailer or temporary structure other than those used by Developer for construction and sales activities shall be permitted unless its size, appearance and temporary location on the Lot have first been approved by the Board.

(25) Dwelling Units; Residential Use. Each Dwelling Unit, whether single family home, apartment or condominium unit, shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Dwelling Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. Notwithstanding however, neither the listing on any occupational license or the listing within any telephone directory of the Dwelling Unit serving as a business address shall be dispositive of the property being used as for commercial or business purposes. Any owner may use his/her residence for incidental commercial purposes, so long as (1) property is not used for manufacturing, construction or installation of materials sold or advertised to be sold, whether retail or wholesale customers; (2) the nature of the business activity does not invite or permit suppliers, customers or vendors to visit or frequent the Dwelling Unit, even on isolated occasions; (3) the business activity within the Dwelling Unit is limited to telephone calls and written correspondence in and from the Dwelling Unit; and (4) no employees or contractors, other than those who regularly reside within the Dwelling Unit may perform any work or other services to the business at the Dwelling Unit. This restriction shall further not be construed to prohibit any owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Dwelling Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his Dwelling Unit. Such uses are expressly declared customarily incident to residential use. Notwithstanding the foregoing, this section shall not prohibit the owner/operator of a bona fide apartment complex from using an apartment unit as a leasing or rental office.

ARTICLES X, XI and XII shall be added as follows:

ARTICLE X

COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION

The Community Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Fountain Lakes, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

A. Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Community Association, shall apply to all owners, as well as to any other person occupying any Living Unit. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Developer, or the Community Association of the power to enforce these provisions. Each owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

B. Litigation. Each member and the member's tenants, guests, and invitees, and the Community Association, are governed by and must comply with Chapter 617, Florida Statutes, the Governing Documents and rules of the Community Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Community Association rules may be brought by the Developer, any owner, or the Community Association against:

(1) the Community Association;

(2) a member;

(3) any occupant of a Living Unit;

(4) any Director or officer of the Community Association who willfully and knowingly fails to comply with these provisions; and.

(5) any tenants, guests, or invitees occupying a parcel or using the common areas.

(6) any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the Neighborhood Covenants, where such failure has or threatens to have a material adverse impact on the appearance of the community, or the operation of the Community Association. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section is not intended to deprive any person of any other available right or remedy. The enforcement of covenants, conditions, restrictions and agreements applicable to the various subdivisions and

developments within the Community is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Community Association exercise its covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner.

C. Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

D. Non-Liability of Developer. The Developer shall not be liable or responsible for any violation of the Governing Documents or rules by any person other than itself, and its officers, agents and employees.

E. Fines.

(1) In addition to the means of enforcement provided elsewhere herein, the Community Association shall have the right to assess fines against a unit, a unit owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations of the Community Association regarding the use of units, common elements, or Community Association property. Each such violator and the unit owner shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days notice. At such meeting, a Committee appointed by the Board and composed of at least three (3) persons may vote to approve or not to approve the proposed fine or suspension. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Articles, Bylaws or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Community Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Community Association. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per occurrence, or the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.

(2) Collection of fines. A fine shall be treated as a special charge due to the Community Association ten (10) days after written notice from the Community Association to the owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.

(3) Application. All monies received from fines shall become part of the common surplus.

(4) Nonexclusive remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Community Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against any damages that the Community Association may otherwise be entitled to recover at law from such owner.

(5) Lien. Unless expressly prohibited by law, the Community Association shall be empowered to record a Claim of Lien and proceed with a foreclosure thereon if any owner fails to pay a fine so levied within sixty (60) days after the fine has been levied.

F. Suspension of Use Rights. To the extent lawful, the Board of Directors may suspend the right of any unit owner, or his guests, tenants, or family members, to use Common Areas during any period of time the owner shall have failed to pay any fine levied, or for a reasonable time as punishment for one or more infractions of Community Association rules and regulations by the owner, his family, guests or tenants. No such suspension shall affect the unit owner's right of access to his unit.

(1) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, Directors, or employees of the Community Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, which may be by secret ballot, does not approve a proposed suspension, it may not be imposed.

(2) The requirements of the previous paragraph do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the Governing Documents.

(3) Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

G. Stormwater Management System. The beneficiaries of the Stormwater Management System shall have the right to enforce the provisions of the Governing Documents that the drainage system, easements and rights-of-way will be continuously maintained.

ARTICLE XI

NEIGHBORHOOD ASSOCIATIONS

A. Enforcement of Covenants by Developer. As long as there is a Developer member, if any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, Developer may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance pursuant to the provisions of this Article.

B. Entry Rights. Each Neighborhood Association and each owner shall permit Developer, or any authorized agent or employee of Developer, to enter upon a Neighborhood Common Area or the owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by Developer into the interior of any Dwelling Unit that is owned by a person other than Developer, except in emergency.

C. Maintenance of Neighborhood Common Areas. The Community Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Common Areas.

D. Neighborhood Covenants. Developer reserves the right, and the power, without the consent of any other person being required:

(1) To amend the specific provisions of this Declaration as they apply to one or more Neighborhoods, without amending those provisions with respect to all Neighborhoods;
and

(2) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.

E. Priority of Neighborhood Covenants. The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents.

ARTICLE XII

**SECURITY; NON-LIABILITY OF DEVELOPER
AND COMMUNITY ASSOCIATION**

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE COMMUNITY ASSOCIATION, THE DEVELOPER OR ANY BUILDER ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE COMMUNITY ASSOCIATION NOR THE DEVELOPER SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE COMMUNITY ASSOCIATION AND THE DEVELOPER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

Dated this 25th day of January, 2001.

Victoria J. Pease
Witness Victoria J. Pease

Dian L. Parnell
Witness Dian L. Parnell

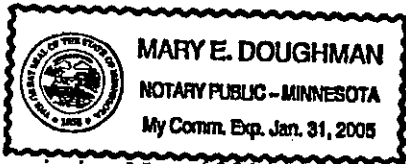
**FOUNTAIN LAKES
COMMUNITY ASSOCIATION, INC.**

By: Daniel Engelsma, President
Attest: James Anders, Secretary

MINNESOTA
STATE OF ~~FLORIDA~~
COUNTY OF ~~LEE~~)
HENNEPIN

The foregoing instrument was acknowledged before me this 25th day of January, 2001, by Daniel Engelsma, President of Fountain Lakes Community Association, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me ~~or has produced~~ as identification and did not take an oath.

(Notary Seal)



Commission No: 6081114

Mary E. Doughman

Signature of Notary Public

Mary E. Doughman

(Print, type or stamp commissioned name of Notary Public)

This Instrument Prepared By:
Christopher J. Shields, Esquire
PAVESE, HAVERFIELD, DALTON,
HARRISON & JENSEN, L.L.P.
1833 Hendry Street
Fort Myers, Florida 33901
(941) 334-2195

15-9

AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

2998375

COMES NOW, KRAUS-ANDERSON, INCORPORATED, a Minnesota Corporation,
as Grantor and pursuant to the authority reserved Grantor, hereby amends the
following Declarations of Covenants, Conditions, Restrictions and Reservations
by the substitution of the attached Paragraph 13 for the Paragraphs 13 as
originally recorded:

FOUNTAIN LAKES SUNRISE SECTION, per Declaration recorded in O. R.
Book 1976, Page 0198, Lee County, Florida Public Records.

FOUNTAIN LAKES SOUTHSORE SECTION, per Declaration recorded in O.
R. Book 2003, Page 3922, Lee County, Florida Public Records.

FOUNTAIN LAKES LAKESIDE SECTION, per Declaration recorded in O. R.
Book 2100, Page 1917, Lee County, Florida Public Records.

FOUNTAIN LAKES SEABREEZE SECTION, per Declaration recorded in O. R.
Book 2100, Page 1955, Lee County, Florida Public Records.

FOUNTAIN LAKES SHORE WOOD SECTION, per Declaration recorded in O.
R. Book 2154, Page 3006, Lee County, Florida Public Records.

END OF AMENDMENT.

THIS AMENDMENT made and entered this 15th day of March, 1991.

KRAUS-ANDERSON INCORPORATED, a
Minnesota Corporation

WITNESSES:

Sharon B. Bush
Bonnie Palmer

By: Dan Engelsma
DAN ENGELSMAN, Executive Vice
President

THIS INSTRUMENT PREPARED BY
RICHARD D. DeBOEST
ATTORNEY AT LAW
P. O. BOX 1480
FORT MYERS, FLORIDA 33902

RECORDS VERIFIED - CHARLIE GREEN, CLERK
BY T.R. BATTLE, D.C.

91 MAR 27 PM 4:06

13. TRUCKS, COMMERCIAL VEHICLES, RECREATION VEHICLES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS.

A. Operable and currently licensed automobiles may be kept or parked only on paved driveways, on paved parking pads, in houses or in enclosed garages or on the street as approved by the Neighborhood Association. Vans, Suburbans, Blazers and similar vehicles which are too high to be parked in garages will be considered to be automobiles and may be parked on driveways if the vehicle has passenger seats in the back and is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle does not have a back passenger seat or is used primarily for the transportation of goods then it will be considered to be a truck. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, commercial trucks including pick-up trucks, vans, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers and tractors must be kept within an enclosed garage or storage building. Notwithstanding the foregoing prohibition, guests of the owner of a lot visiting for less than 15 days in any 30 day period may park their vehicles on unenclosed paved areas of the lot.

B. No commercial vehicle of any kind shall be permitted to be parked on a residential lot for a period of more than twelve (12) hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance.

C. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily, within the Neighborhood.

ADDED WORDING IS INDICATED BY HIGHLIGHTING.