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PREPARED BY:
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LEE COUNTY
RECORDING FEE 244.50
DEPUTY CLERK T Sherwood

SUPPLEMENT #22 TO DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS
FOR
FOUNTAIN LAKES

COMES NOW KRAUS-ANDERSON INCORPORATED, a Minnesota corporation,
the Declarant in that certain Declaration of Protective Covenants and Restrictions for FOUNTAIN
LAKES, dated August 11, 1987, and recorded in Official Record Book 1938 at Page 4601, Public
Records of Lee County, Florida, and hereby amends said Declaration in the following respect:

The Forest Ridge Shores Land described on attached Composite Exhibit "A" is by this
supplement committed to the Protective Covenants as a land segment and is assigned 64 property
units with a use classification of residential property. Tract "A" (Roadway), Tract "B" (Lake and
Drainage Easement) and the four 15' Sign and Landscape Easements located on Parcels 3, 34, 35
and 51 depicted on the Subdivision Plat are declared to be Corporation Common Areas and shall be
maintained by the Fountain Lakes Community Association, Inc. Said property shall also be subject
to the Additional Neighborhood Protective Covenants and Restrictions, Neighborhood Association
Articles of Incorporation and By-Laws attached hereto as Composite Exhibit "B".

DONE this 2nd day of August, 1999.

WITNESSES:

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

(Sign) Cynthia J. Clark

(Print) Cynthia J. Clark

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA

(Title) Executive Vice President
(Address) 523 South Eighth Street
Minneapolis, MN 55404

WITNESSES:

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

(Sign) Cynthia J. Clark

(Print) Cynthia J. Clark

**FOUNTAIN LAKES COMMUNITY
ASSOCIATION, INC.**

By Daniel W. Engelsma
DANIEL W. ENGELSMA

(Title) President
(Address) 523 South Eighth Street
Minneapolis, MN 55404

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 2nd day of August, 1999, by **DANIEL W. ENGELSMA**, as Executive Vice President of **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation, on behalf of said corporation. He is personally known to me and ~~did~~ (did not) take an oath.

NOTARY PUBLIC:

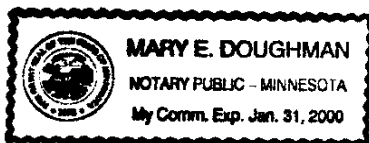
(Sign) Mary E. Doughman

(Print) Mary E. Doughman

STATE OF MINNESOTA (SEAL)

COMMISSION # 6081114

My Commission Expires: January 31, 2000



STATE OF MINNESOTA

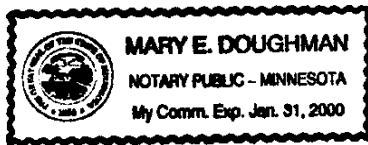
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this
2nd day of August, 1999, by **DANIEL W. ENGELSMA**, as President of
FOUNTAIN LAKES COMMUNITY ASSOCIATION, a Florida non-profit corporation, on
behalf of said corporation. He is personally known to me and ~~did~~ (did not) take an oath.

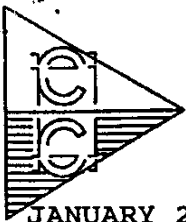
NOTARY PUBLIC:

(Sign) Mary E. Doughman

(Print) Mary E. Doughman



STATE OF MINNESOTA (SEAL)
COMMISSION # 6081114
My Commission Expires: January 31, 2000



INK ENGINEERING, INC.

ENGINEERS

SURVEYORS

PLANNERS

3660 CENTRAL AVE, SUITE 8 • FORT MYERS, FLORIDA 33901 • TEL (941) 931-0455 • FAX (941) 931-0456

JANUARY 26, 1999

PAGE 1

JOB NO. 8476-G

FILE NO. 8476DES.PLA

LEGAL DESCRIPTION PROPOSED FOREST RIDGE SHORES SUBDIVISION

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.00°36'02"E. ALONG THE WEST LINE OF SAID SOUTHWEST ONE QUARTER FOR 236.83 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY POWER LINE EASEMENT DESCRIBED IN DEED BOOK 228 AT PAGES 574-579 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.21°20'53"E. ALONG SAID NORTHEASTERLY LINE FOR 521.65 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.21°20'53"E. ALONG SAID NORTHEASTERLY LINE FOR 1394.56 FEET; THENCE N.45°39'05"E. FOR 110.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 41°20'14" FOR 119.04 FEET TO THE POINT OF TANGENCY; THENCE N.04°18'52"E. FOR 60.74 FEET; THENCE N.41°36'59"E. FOR 138.92 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 48°22'15" FOR 113.97 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 48°32'46" FOR 42.36 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHEASTERLY, EASTLERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF 75°28'02" FOR 190.99 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 195.00 FEET AND A CENTRAL ANGLE OF 61°48'59" FOR 210.39 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 35°45'58" FOR 18.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR

CONTINUED

Composite Exhibit "A"

Page 1 of 2

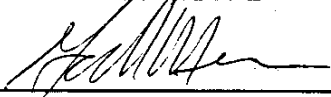
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ITS ELEMENTS A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 35°04'04" FOR 91.81 FEET TO THE POINT OF TANGENCY; THENCE N.55°47'25"E. FOR 318.91 FEET; THENCE N.03°10'11"W. FOR 140.29 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A 60 FOOT WIDE INGRESS - EGRESS AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1976 AT PAGES 175-191 OF THE AFOREMENTIONED PUBLIC RECORDS (A.K.A. FOUNTAIN LAKES BOULEVARD) AND THE RADIAL INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING CALLS: THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 390.00 FEET AND A CENTRAL ANGLE OF 58°36'00" FOR 398.88 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 80°24'26" FOR 491.18 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 78°23'23" FOR 875.62 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 84°51'44" FOR 44.43 FEET TO THE POINT OF TANGENCY; THENCE S.58°33'03"W. FOR 3.13 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

CONTAINING 20.70 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTION, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

INK ENGINEERING INC.
DATE OF SIGNATURE



GORDON D. MEIERS
PROFESSIONAL SURVEY MAPPER
FL. REGISTRATION NO. 2858

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
THE FOUNTAIN LAKES FOREST RIDGE SHORES SECTION

KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation

to

ALL PRESENT AND FUTURE OWNERS OF Parcels located in Forest Ridge Shores per legal description attached to and incorporated herein as Exhibit "A".

RECITALS

WHEREAS, the undersigned **KRAUS-ANDERSON, INCORPORATED** (herein called "Grantor"), has caused to be recorded in the Public Records of Lee County, Florida, a certain DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FOUNTAIN LAKES, dated August 11, 1987, (the "PROTECTIVE COVENANTS") at Official Record Book 1938, Page 4601 which are administered by the Fountain Lakes Community Association, Inc. (herein called "Corporation"); and

WHEREAS, the Grantor is the owner in fee simple of that certain real property located and situated in Lee County, Florida, more particularly described in the attached Exhibit "A", which property is a portion of the total property described in the PROTECTIVE COVENANTS; and

WHEREAS, the Grantor wishes to place certain additional easements, restrictions and reservations upon the use of the herein described property,

NOW, THEREFORE, the Grantor does hereby impose the following additional covenants, conditions, restrictions and reservations upon the use of the real property described in Exhibit "A" attached hereto as follows:

1. FLOOD ELEVATION DISCLOSURE.

Grantees herein should be aware that the property herein is covered by the Federal Flood Insurance Administration's Flood Insurance Rate Map for the unincorporated areas of Lee County and said Map establishes the recommended minimum building floor elevation for the subject property at 13.0 feet NGVD and 14.0 feet NGVD. Construction within this subdivision shall be in accordance with minimum building floor elevations of the Flood Insurance Rate Map for the unincorporated areas of Lee County in order to protect the owners thereof from possible flooding.

2. RESIDENTIAL PURPOSES.

No Parcel (Subdivision Lot and its improvements) in **FOREST RIDGE SHORES** shall be used for other than single-family residential purposes, except that Parcels or portions of Parcels may be used by home builders for temporary offices, sales offices or model homes. Residential purposes include single-family dwellings, attached garages and storage buildings.

3. LAND USE.

A. The Parcels in **FOREST RIDGE SHORES** shall be used only for single-family residential purposes. However, **FOREST RIDGE SHORES** is part of a larger project known as **FOUNTAIN LAKES**, wherein some of the Parcels may have uses other than single-family residential purposes.

B. Each designated Single Family Residential Parcel shall have constructed thereon a dwelling with a minimum of 1300 square feet for a one-story dwelling and

1450 square feet for a two-story dwelling, plus a finished two-car attached garage. The first floor area shall be calculated exclusive of breezeways, open porches or garages.

C. All buildings shall be of new and durable good quality material and workmanship, as specified on all plans to be submitted for Architectural Control Committee approval as hereinafter provided in Paragraph 4.

D. After the start of any construction of any single-family homes or approved utility structure on any Parcel, said construction must proceed at a reasonable rate of progress and must be completed within six (6) months from the date of the start of construction. Start of construction is defined as the date a building permit is issued. Completion will be deemed to be the date a certificate of occupancy is issued.

4. ARCHITECTURAL CONTROL.

A. The Grantor intends to establish a Neighborhood Association which is to be known as **Forest Ridge Shores at Fountain Lakes Neighborhood Association, Inc.**, (the "Association") which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes). The Neighborhood Association, its Representatives and Assigns reserve the right to approve all buildings and structures, construction, reconstruction and alteration including but not limited to plans, specifications, footings, elevations, setbacks, etc. Disapproval may be based upon either technical or aesthetic grounds including the existing character of the neighborhood.

B. The Neighborhood Association shall give prompt approval or disapproval of plans, drawings and specifications submitted, and in the event neither approval nor disapproval is served upon the persons submitting such plans, drawings and specifications, at an

address designated by them, within thirty (30) days of being so submitted, then such plans, drawings and specifications shall be deemed to be approved.

C. Appropriate submissions to the Neighborhood Association shall include a site plan, survey, a complete set of "working drawings", a landscape plan, and exterior color selections by name, number and source for stucco walls, wood, vinyl or other siding and trim, and roofing material.

D. No home shall be considered completed until its yard is reasonably landscaped in accordance with the approved landscape plan. It must be maintained in a manner in keeping with the general character of the subdivision. Where any owner neglects such maintenance, the Neighborhood Association, or its authorized agent, reserves the right to effect such maintenance at a reasonable charge to the owner. Any boundary wall, fence or hedge planned must be submitted to the Neighborhood Association for written approval prior to construction.

E. The Neighborhood Association reserves the right to approve mailboxes, all out-buildings, structures, antennas, towers and fencing to be furnished and erected by any Owner or his agents, prior to installation. The intent of this provision is to maintain the quality and character of the subdivision for the benefit of all Parcel owners.

F. If any improvement is constructed or altered without the prior written approval of the Neighborhood Association, the owner shall, upon demand of the Neighborhood Association, cause such improvement to be removed, remodeled or restored in order to comply with the requirements of this Section. The owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees, including fees at both trial and appellate levels, incurred by the Neighborhood Association. Such costs may also be the basis for an individual assessment. The Grantor and the Neighborhood Association are specifically empowered

to enforce the architectural and landscaping provision of this Declaration. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to remove any unapproved improvement, the Grantor and the Neighborhood Association shall be entitled to recovery of court costs, expenses and attorneys' fees as aforesaid in connection therewith in the proportions in which they incur same. In the event that any owner fails to comply with the architectural and landscape provisions contained herein, the Neighborhood Association may, in addition to all other remedies contained herein, record against the owner's Parcel a notice stating that the improvements on the Parcel fail to meet the requirements of this Declaration.

G. Approvals granted by the Neighborhood Association pursuant to this Section 4 shall not avoid the need for Corporation approval in accordance with the Declaration of Protective Covenants and Restrictions of Fountain Lakes unless the corporation has delegated said responsibility to the Neighborhood Association, in which case the Neighborhood Association shall be obligated to accept said responsibility.

H. Grantor improvements and any improvements constructed by Centex Homes, a Nevada partnership, are exempt from the requirements of this paragraph.

5. PARCEL PREPARATION.

All Parcels shall be filled in keeping with the plan of development as approved by the South Florida Water Management District. Existing trees and other desirable natural vegetation shall, wherever possible, remain on Parcels. Individual plans submitted to the Neighborhood Association for architectural approval must contain a site clearing plan identifying which trees and shrubs will be removed, etc. No site clearing may commence until the Association has approved the site clearing plan.

6. EASEMENTS.

Blanket easements as may be necessary for access, ingress and egress for the purpose of operation, installation, repair, replacement and maintenance of roads, utilities and the surface water management system are hereby reserved by Grantor and granted to the Association and the Corporation.

7. REFUSE DISPOSAL.

- A.** No Parcel shall be used or maintained as a dumping ground for rubbish.
- B.** Trash, garbage or other waste shall not be kept except in sanitary containers.
- C.** All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and screened with appropriate materials or landscaped so as not to be visible from adjoining property or roadways.

8. SIGNS.

No sign shall be displayed to the public view on any Parcel except as follows:

- A.** One sign no larger than 4 square feet in area may be placed on each Parcel advertising the Parcel for sale, unless the Parcel is a corner Parcel, in which case one such sign for each side of street frontage is permitted. In addition, in the cases of houses advertised as model homes, one additional sign per Parcel not in excess of 3 square feet in size is permitted.

B. Signs used by approved builders must comply with the Neighborhood Association's specification for same. No signs, freestanding or otherwise installed, shall be erected or displayed on any Parcel or structure, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the Neighborhood Association. All signs must also conform with County codes and regulations.

C. The Grantor is exempted from the requirements of this paragraph.

9. **NUISANCE.**

A. Nothing shall be done upon any Parcel which may be or may become an annoyance or nuisance to any person or to the neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature.

B. No residential Parcel, or any building erected on any residential Parcel, shall at any time be used for the purpose of any trade, business or manufacture; provided, however, that this provision shall not be construed to prevent Parcel owners from renting or leasing their Parcels.

C. Unimproved Parcels must be kept cleared of rubbish, weeds or high grass so as not to become objectionable to adjoining Parcels. Where owners cannot or do not provide this maintenance, the Corporation, Neighborhood Association, or their authorized agents reserve the right to effect such service at a reasonable charge to the owners.

10. **UNDERGROUND UTILITY LINES AND SERVICES.**

All electric, telephone, gas and other utility lines must be installed underground.

11. **PROHIBITED STRUCTURES.**

A. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Parcel at any time either temporarily or permanently as a residence.

B. No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the Parcel have first been approved in writing by the Neighborhood Association. Any signs to be used in conjunction with any tent or temporary structure must also be approved in writing by the Neighborhood Association. No accessory structure shall be permitted except by the prior written approval of the Neighborhood Association.

12. PETS AND ANIMALS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats and other usual and non-exotic household pets may be kept (except pit bulls and snakes which are prohibited), provided they are not kept, bred or maintained for any commercial purposes. The total number of dogs and cats kept on a Parcel at any one time shall not exceed two (2). All animals shall be contained on the owner's Parcel and shall not be permitted to run freely.

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, Sport/Utility vehicles 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 Parcel visiting for less than 15 days in any 30 day period may park their vehicles on unenclosed paved areas of the Parcel.

B. No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel 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.

14. MAINTENANCE OF PREMISES.

A. All lawns, landscaping and sprinkler systems and any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

B. No sod, soil, sand or gravel shall be sold or removed from any Parcel, except for the purpose of excavating for the construction or alteration of a residence on the Parcel or appurtenances thereto, or for the proper grading thereof, or for road improvement.

15. MAINTENANCE OF PREMISES.

A. No trailer, shack, garage, barn or other out buildings shall be used on any Parcel at any time either temporarily or permanently unless approved by the Neighborhood Association and the Corporation. No owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management

and drainage area reserved for, or intended by Grantor to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, without the specific written permission of the Corporation.

B. An owner shall in no way deny or prevent access by the Corporation or Neighborhood Association to such water management and drainage areas for maintenance or landscape purposes. The right of access and easements therefor are hereby specifically reserved and granted in favor of the Grantor, the Corporation, the Neighborhood Association, or any appropriate governmental or quasi-governmental agency that may reasonably require such access.

C. No Parcel shall be increased in size by filling in any water retention or drainage areas on which it abuts.

16. COLORS.

No exterior colors on any structure shall be permitted that, in the sole judgment of the Association, would be inharmonious or incongruous with Fountain Lakes or the particular neighborhood. Any future exterior color changes desired by owners must be first approved in writing by the Neighborhood Association in accordance with this Section 16.

17. FACTORY-BUILT STRUCTURES.

No structure of any kind that is commonly known as "factory-built", "modular" or "mobile home" type of construction shall be erected without the prior written permission of the Neighborhood Association.

18. LANDSCAPING.

All areas not covered by structures, walkways, paved parking facilities or areas approved by the Neighborhood Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel or paving of any type shall be

used as a lawn unless approved by the Association as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by the Association which shall be submitted prior to clearing of any Parcel for construction. All required lawns and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by the owner.

19. DRIVEWAYS AND PARKING AREAS.

All driveways shall be constructed of concrete.

20. ANTENNAS AND FLAGPOLES.

No outside antennas, antenna poles, antenna masts, satellite television or data dishes, except mini dishes one meter or less in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Neighborhood Association which shall approve in accordance with Federal Communications Commission guidelines. A flagpole for display of the American flag or any other flag shall be permitted if first approved in writing by the Neighborhood Association. Both its design and location must be first approved in writing by the Neighborhood Association. An approved flagpole shall not be used as an antenna.

21. OUTDOOR EQUIPMENT.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed and maintained around these facilities by the owner. All mailboxes shall be either

purchased from the Neighborhood Association by the owner or be approved by the Neighborhood Association prior to installation. All outside spigots shall be connected to potable water only.

22. AIR CONDITIONING AND HEATING EQUIPMENT.

All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or properties. Window or wall air conditioning units may be permitted only upon the prior written approval of the Neighborhood Association.

23. SOLAR COLLECTORS.

The Neighborhood Association must approve in writing the specific location on the roof of solar collectors as allowed by Section 163.04 Florida Statutes.

24. WALLS, FENCES AND SHUTTERS.

No wall or fence shall be constructed on any Parcel until its height and location shall have first been approved in writing by the Neighborhood Association. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Neighborhood Association, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored in the exterior of any structure unless approved by the Neighborhood Association.

25. LIGHTING.

The exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Association.

26. CLOTHES DRYING AREA.

Outdoor clothes drying areas shall be allowed but the location must be approved in writing by the Neighborhood Association.

27. FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

Each Parcel Owner of **FOREST RIDGE SHORES** shall also be a member of the Fountain Lakes Community Association, Inc., a non-profit corporation ("the Corporation") which has been created to operate, maintain and own the Corporation Common Areas, and to operate the surface water management system as designated in the Declaration of Protective Covenants and Restrictions for Fountain Lakes. The Corporation Common Areas will be owned and operated by the Corporation for the benefit of its members, unless partial responsibility is assigned to one or more of the Neighborhood Associations.

Each Parcel will have one full indivisible vote in the Corporation, which vote shall be cast in the manner set forth in the By-Laws of the Neighborhood Association, which must be consistent with the corporate documents. By acceptance of a deed to a Parcel in **FOREST RIDGE SHORES**, each Owner shall be deemed to covenant and agree to pay the Corporation for assessments as provided in the Declaration of Protective Covenants and Restrictions for Fountain Lakes, which provides, among other things, for collection of the assessments by the Neighborhood Association, and expressly covenants by acceptance of the deed that liens may be placed against the Parcel by the Corporation or the Neighborhood Association for non-payment of assessments. The assessments for each Parcel to be levied by the Corporation include provisions for increasing assessments.

28. GRANTOR'S AND THE ASSOCIATION'S EXCULPATION.

The Neighborhood Association and Grantor may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to owner or any other person for any reason whatsoever, and any permission or approval so granted shall be binding upon all persons.

29. SUBDIVISION AND REGULATION OF LAND.

A. No Parcel shall be divided or subdivided without the prior express written consent of Grantor, which may impose certain requirements on owners to comply with the provisions of the Fountain Lakes Master Plat and Development Plan.

B. An owner shall not inaugurate or implement any variation from, modification to or amendment of the Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to **FOREST RIDGE SHORES**, to the properties or any Parcel, without the prior written approval of Grantor.

30. OWNER AND MEMBER COMPLIANCE.

A. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to owners and persons to whom an owner has delegated his right of use to any community common area, neighborhood common area, or property, if any is created, but also to any other person occupying an owner's Parcel under lease from the owner or by permission or invitation of the owner or his tenants, expressed or implied, licensees, invitees or guests.

B. Failure of an owner to notify any person of the existence of the covenants, conditions, restrictions and other provisions of this Declaration or the Declaration of Protective Covenants and Restrictions of Fountain Lakes shall not in any way act to limit or divest the right of Grantor, the Corporation, the Neighborhood Association or any community or neighborhood association to enforce the provisions of said Declarations. The owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

31. FOREST RIDGE SHORES AT FOUNTAIN LAKES
NEIGHBORHOOD ASSOCIATION.

A. In order to provide for the continuing operation and management of **FOREST RIDGE SHORES**, each Grantee and each of the Grantee's heirs, successors and assigns shall by virtue of being the owner of any residential site or Parcel shall be a member of the **Forest Ridge at Fountain Lakes Neighborhood Association, Inc.**

B. The Neighborhood Association shall have the power, as an Association, to enforce the restrictions and restrictive covenants common to the subdivision and, in addition thereto, shall have the power to levy assessments and collect the same for the purpose of providing funds to the Corporation to accomplish the corporate purposes. The Neighborhood Association shall also have the power to levy and collect special assessments for capital improvements and other expenses that the Neighborhood Association deems appropriate from time to time. Any such assessment or special assessment shall be secured by a lien on the real property of the member so assessed; which may be foreclosed in the same fashion as a mortgage upon real property if said assessment is not paid when due. The lien shall be a continuing lien for all unpaid assessments, charges, or fees imposed against the Parcel together with interest thereon and reasonable attorneys' fees, including fees at both trial and appellate levels, and costs associated with the collection thereof. Such assessments, together with interest thereon and costs of collection thereof shall also be the personal obligation of the person who was the owner of the unit at the time when the assessment fell due.

32. TERM.

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land,

and shall be deemed for the benefit of all lands in the subdivision, and it shall remain in full force for ninety-nine (99) years from the date of the recording of this instrument, after which they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the Parcels in the subdivision it is agreed to change them in whole or in part.

33. DEFINITIONS.

All terms used herein shall have the meanings ascribed to them in the PROTECTIVE COVENANTS, unless the context requires otherwise. "Turnover" as used herein and in the Neighborhood Association Charter and By-Laws, means the relinquishment of Grantors control of the Forest Ridge Shores at Fountain Lakes Neighborhood Association, Inc., specifically, turnover will take place upon the earlier of the following events:

- A. Three months after 90 percent of the lots have been conveyed to members other than the Developer (Grantor) as defined in Section 617.307(1) Florida Statutes.
- B. Seven years from the date the first lot has been so conveyed.
- C. At such earlier date as Developer (Grantor) may elect.

34. SEVERABILITY.

Invalidation of any one of the provisions contained in these Covenants and Restrictions by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

35. MODE OF ENFORCEMENT.

The Grantor and any owner of any portion of the benefited land shall have the right to enforce the provisions of this instrument in his/her/its own name by proceedings in law to recover damages or in equity to restrain any violations against any person violating or attempting to violate any covenant or provisions hereof.

36. INTERPRETATION.

If any of the provisions of the herein Declaration are found to be in conflict with the Declaration of Protective Covenants and Restrictions of Fountain Lakes, the more restrictive of the conflicting provisions shall apply.

37. AMENDMENT.

This declaration may be amended by an instrument executed by the owners of 67% of the Parcels (voting interests) in the subdivision provided, however, that until turnover, Grantor reserves the right to and may without notice to or the joinder of any other person amend this Declaration and any of the Neighborhood Association Documents and no amendment by the voting interests other than Grantor shall be effective without the written joinder of Grantor. Provided, however, that this paragraph shall not be used to change the residential character of the property. Provided, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on this 2nd day of August, A.D. 1999.

WITNESSES:

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

(Sign) Cynthia J. Clark

(Print) Cynthia J. Clark

**KRAUS-ANDERSON, INCORPORATED,
A Minnesota Corporation**

By Dan Engelsma
DAN ENGELSMA

(Title) Executive Vice President
(Address) 523 South Eighth Street
Minneapolis, MN 55404

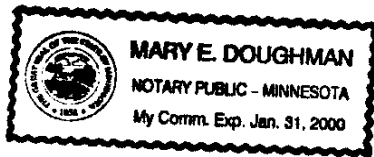
OR BK 03153
18-0733

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 2nd day of August, 1999, by **DAN ENGELSMA**, as Executive Vice President of **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation, on behalf of said corporation. He is personally known to me and ~~did~~ (did not) take an oath.

NOTARY PUBLIC:



(Sign) Mary E. Doughman

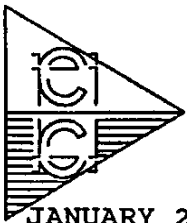
(Print) Mary E. Doughman

STATE OF MINNESOTA (SEAL)

COMMISSION # 6081114

My Commission Expires: January 31, 2000

OR BK 03153 PG 0734



INK ENGINEERING, INC.

ENGINEERS

SURVEYORS

PLANNERS

3660 CENTRAL AVE, SUITE 8 • FORT MYERS, FLORIDA 33901 • TEL (941) 931-0455 • FAX (941) 931-0456

JANUARY 26, 1999

JOB NO. 8476-G

FILE NO. 8476DES.PLA

PAGE 1

LEGAL DESCRIPTION

PROPOSED FOREST RIDGE SHORES SUBDIVISION

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.00°36'02"E. ALONG THE WEST LINE OF SAID SOUTHWEST ONE QUARTER FOR 236.83 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY POWER LINE EASEMENT DESCRIBED IN DEED BOOK 228 AT PAGES 574-579 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.21°20'53"E. ALONG SAID NORTHEASTERLY LINE FOR 521.65 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.21°20'53"E. ALONG SAID NORTHEASTERLY LINE FOR 1394.56 FEET; THENCE N.45°39'05"E. FOR 110.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 41°20'14" FOR 119.04 FEET TO THE POINT OF TANGENCY; THENCE N.04°18'52"E. FOR 60.74 FEET; THENCE N.41°36'59"E. FOR 138.92 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 48°22'15" FOR 113.97 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 48°32'46" FOR 42.36 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHEASTERLY, EASTLERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF 75°28'02" FOR 190.99 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 195.00 FEET AND A CENTRAL ANGLE OF 61°48'59" FOR 210.39 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 35°45'58" FOR 18.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR

CONTINUED

Exhibit "A" to Declaration of Covenants

Page 1 of 2

OR BK 03153 PG 0735

ITS ELEMENTS A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 35°04'04" FOR 91.81 FEET TO THE POINT OF TANGENCY; THENCE N.55°47'25"E. FOR 318.91 FEET; THENCE N.03°10'11"W. FOR 140.29 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A 60 FOOT WIDE INGRESS - EGRESS AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1976 AT PAGES 175-191 OF THE AFOREMENTIONED PUBLIC RECORDS (A.K.A. FOUNTAIN LAKES BOULEVARD) AND THE RADIAL INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING CALLS: THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 390.00 FEET AND A CENTRAL ANGLE OF 58°36'00" FOR 398.88 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 80°24'26" FOR 491.18 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 78°23'23" FOR 875.62 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 84°51'44" FOR 44.43 FEET TO THE POINT OF TANGENCY; THENCE S.58°33'03"W. FOR 3.13 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

CONTAINING 20.70 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTION, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

INK ENGINEERING INC.
DATE OF SIGNATURE


GORDON D. MEIERS
PROFESSIONAL SURVEY MAPPER
FL. REGISTRATION NO. 2858



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

February 8, 1999

RICHARD D. DEBOEST, ESQ.
P. O. BOX 1470
FT. MYERS, FL 33902

The Articles of Incorporation for FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC. were filed on February 4, 1999 and assigned document number N99000000782. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Wanda Sampson, Document Specialist
New Filing Section

Letter Number: 799A00005573

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, filed on February 4, 1999, as shown by the records of this office.

The document number of this corporation is N99000000782.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighth day of February, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 FEB -4 PM 4:38

ARTICLES OF INCORPORATION

OF

FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

ARTICLE I

The name of this corporation is **Forest Ridge at Fountain Lakes Neighborhood Association, Inc.**, whose address is 22700 S. Tamiami Trail, Estero, Florida 33928.

ARTICLE II

The purpose for which this corporation is organized is for the operation and maintenance of the **FOREST RIDGE SHORES** common property as it may exist from time to time and administration of the Covenants and Restrictions under the **FOREST RIDGE SHORES** Declaration of Covenants and Restrictions to be recorded in the Lee County, Florida Public Records and any supplements thereto.

ARTICLE III

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Parcel (Lot) subject to assessment by this Association under the Declaration of Covenants and Restrictions shall be by virtue of such ownership a member of this corporation.

ARTICLE IV

This corporation shall exist perpetually.

ARTICLE V

The name and residence of the Incorporator is as follows. The rights of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State:

**Richard D. DeBoest
1415 Hendry Street
Fort Myers, Florida 33901**

OR BK 03153 PG 0739

ARTICLE VI

The affairs of the corporation are to be managed initially and until turnover by a Board of three (3) or five (5) Directors who will be elected or appointed by the Grantor each year at the annual meeting of the Association as provided for in the By-Laws. At such time as the Grantor has relinquished control of the Association the Board shall be composed of three or five directors as the members decide from time to time.

ARTICLE VII

The names of the Officers who are to serve until the first election or appointment under these Articles of Incorporation are:

DANIEL W. ENGELSMA - President

BURTON F. DAHLBERG - Vice President

BRUCE W. ENGELSMA - Secretary/Treasurer

ARTICLE VIII

The number of persons constituting the first Board of Directors shall be three (3) and their names and addresses are as follows:

DANIEL W. ENGELSMA
523 South Eighth Street
Minneapolis, Minnesota 55404

BURTON F. DAHLBERG
523 South Eighth Street
Minneapolis, Minnesota 55404

BRUCE W. ENGELSMA
523 South Eighth Street
Minneapolis, Minnesota 55404

ARTICLE IX

After turnover, the By-Laws of the corporation are to be made, altered or rescinded by 67% of the voting interests and Directors of the corporation; prior to turnover, by the Directors alone.

ARTICLE X

After turnover, amendments to these Articles of Incorporation may be proposed and adopted as follows:

An Amendment may be proposed by either the Board of Directors or by twenty-five percent of the voting interests and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed Amendment.

The Amendment must be approved by a vote of 67% of the voting interests of the corporation. Prior to turnover, amendments will be made by the Directors alone.

ARTICLE XI

Each Parcel (Lot) shall have one (1) full indivisible vote.

ARTICLE XII

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

ARTICLE XIII

This corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration of Covenants and Restrictions and the By-Laws.

ARTICLE XIV

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance or care of Association property or through the rebate of the excess membership dues, fees or assessments.

ARTICLE XV

The name and place of the residence of the resident agent for service of process shall be Marilyn Myli, whose address is: 22700 South Tamiami Trail, Estero, Florida 33928.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 25 day of JANUARY, 1999.

 (SEAL)
RICHARD D. DeBOEST

STATE OF FLORIDA

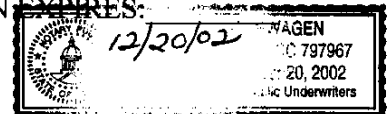
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26th day of JANUARY, 1999, by RICHARD D. DeBOEST, who is personally known to me and who does not take an oath.

NOTARY PUBLIC:

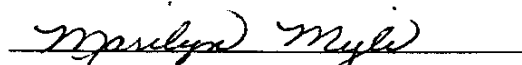
Sign Anne E. Heerwagen

Print ANNE E. HEERWAGEN
STATE OF FLORIDA AT LARGE (SEAL)
COMMISSION # CC 797967
MY COMMISSION EXPIRES: 12/20/02



ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.


MARILYN MYLI

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 FEB - 14 PM 4:38

BY-LAWS
OF
FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

1. **IDENTITY** — These are the By-Laws of **Forest Ridge Shores At Fountain Lakes Neighborhood Association, Inc.**, a nonprofit Florida corporation formed for the purpose of administering Forest Ridge Shores Subdivision which will be located at Estero, Lee County, Florida, within the Fountain Lakes planned community (The corporation shall hereafter be referred to as the "Association.")

1.1. **OFFICE** — The office of the Association shall be at Fountain Lakes or such other location within Lee County, Florida as may from time to time be determined by the Board of Directors.

1.2. **FISCAL YEAR** — The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3. **SEAL** — The seal of the Association shall be circular in shape, bear the abbreviated name of the Association, the word "Florida," and the year of establishment, 1999.

2. **MEMBERS' MEETINGS**

2.1. **ANNUAL MEETINGS** — Annual members' meetings shall be held at Fountain Lakes or at such other convenient location as may be determined by the Board of Directors, no later than the month of April each year, in conjunction with the election of Directors and for transacting any business authorized to be transacted by the members.

2.2. **SPECIAL MEETINGS** — Special members' meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written petition signed and dated from at least 25% of the voting interests. Such

petition shall state the purpose(s) of the meeting. The business at a special meeting requested by petition shall be limited to the items specified in the petition and contained in the notice of the meeting. In the event that the Board of Directors adopts a budget requiring assessments exceeding 115% of the assessments for the preceding year, the Board upon written application of 10% of the voting interests shall call a special meeting of the members to consider and enact an alternate budget. The determination as to whether the assessments exceed 115% shall exclude reasonable reserves for repair or replacement, the cost of betterments and expenses not incurred on a regular or annual basis. Members meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests.

2.3. NOTICE OF MEMBERS' MEETINGS — Notice of members meetings including a recall meeting and the annual meeting, which must include an identification of agenda items, shall be delivered or mailed to each member by United States mail, unless waived in writing, at least 14 days prior to the meeting, provided however, that any election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4. next following. An officer of the Association shall execute an affidavit of mailing or delivery or provide a United States Postal Certificate of Mailing which shall be retained in the official records of the Association as proof of such mailing or delivery. Written notice of the meeting shall also be posted in the Fountain Lakes Clubhouse at least 14 continuous days prior to the annual meeting. All notices of members meetings shall be posted in the Fountain Lakes Clubhouse.

2.4. BOARD ELECTION MEETINGS — NOTICE AND PROCEDURE — The regular or general election shall occur at the time and place at which the annual meeting is scheduled to occur, regardless of whether a quorum is present.

2.4.1. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each member entitled to vote, the first notice of the date of the election. It must contain the name and correct mailing address of the Association. Any member or other eligible person desiring to be a candidate for the board of administration must give written notice to the Association not less than 40 days before a scheduled election. The Association shall then mail or deliver a second notice of the election to all members entitled to vote therein not less than 14 days before the scheduled election, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet which must be furnished by the candidate not less than 35 days before the election, on one side of a sheet, no larger than 8 ½ inches by 11 inches, with the costs of copying and mailing to be borne by the Association. The Association shall not edit, alter, or otherwise modify the content of the information sheet and shall have no liability for its contents.

2.4.2. A voting machine may also be used by those attending the meeting in person, and a member who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance from a member of the Board of Directors or other member but no member shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.

2.4.3. There is no quorum requirement; however at least 20 percent of the voting interests must cast a valid ballot to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.4. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board and in the event there

are not more candidates, the candidate or candidates shall be deemed elected.

2.4.5. Notwithstanding anything in this paragraph 2., the Association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in these By-laws which vote may be by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

2.5. NOTICE — MEMBERS' BUDGET MEETING — Notice of a special meeting called by the Board at the written request of 10% of the voting interests because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each member.

2.6. NOTICES SPECIFIC — All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting and shall incorporate an identification of agenda items.

2.7. QUORUM — A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the Association. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may by F.S. 617 or the documents require a larger percentage in which case the percentage required in F.S. 617 or the Documents shall govern.

2.8. MEMBERS' PARTICIPATION — Members shall have the right to participate in members' meetings with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of members' participation. Such rules must be adopted in advance and in written form. Any member

may tape record or videotape a members' meeting subject and pursuant to Rules adopted from time to time by the Board of Directors.

2.9. INDIVISIBLE VOTE (VOTING INTEREST) — The owner (or group of owners) of each parcel (lot) shall have one indivisible vote for each parcel (lot) the owner (or group) owns in the Subdivision. If multiple owners of a parcel (lot) cannot agree on a vote, the vote shall not be counted. "Voting Interest" means the voting rights distributed to the Association members. Voting certificates are not authorized.

2.10. PROXIES — Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Secretary before or at the voter registration immediately preceding the meeting. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration and for votes taken to amend the Articles of Incorporation or By-Laws. No proxy, limited or general, shall be used in the election of Board members unless an alternate election procedure is adopted pursuant to Section 2.4.5. above.

2.11. NO QUORUM — If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.12. ORDER OF BUSINESS — The order of business at annual members' meetings and, as far as applicable at all other members' meetings, may be:

- (a) Election of a Chairman of the meeting, unless the President or Vice President of the Association is present, in which case he (or she) shall preside.

- (b) Registering proxies and counting votes.
- (c) Proof of Notice of meeting or waiver of notice.
- (d) Calling of the roll.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of Directors.
- (g) Reports of Committees.
- (h) Announcement of the results of the election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3. BOARD OF DIRECTORS

3.1. NUMBER, TERM, AND QUALIFICATIONS. The affairs of the Corporation shall be governed initially by a Board composed of three persons appointed by the Grantor. The Grantor-appointed Board may be, at the Grantors option, expanded to five persons. The Board, after relinquishment of control by the Grantor (turnover) pursuant to section 617.307 Florida Statutes may consist of three or five Directors as may be determined from time to time by the voting interests of the Association. All non-Grantor Directors shall be members or spouses of members. All officers and designated employees of a corporation, trust, partnership or other such owner shall be deemed to be members so as to be eligible for Board membership. A person who has been convicted of any felony by any Court of Record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for the Board. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a

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felony. Directors shall be elected by the Voting Interests as to regular or general elections at the time and place at which the annual meeting is scheduled to occur regardless of whether a quorum is present, except for Grantor-appointed Directors. At and after turnover, members of the Board shall be elected for staggered two years terms. At the election held in conjunction with turnover, a majority shall be elected for two (2) years and the balance elected for one (1) year to provide continuity. Those persons receiving the highest number of votes shall serve the two year terms. In the event of a tie, for a designated position on the Board the tie shall be resolved by agreement of the candidates, if possible; otherwise the winning Director shall be chosen in a blind drawing.

3.2. TERM OF SERVICE - RECALL — The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled. Provided that a seat held by a Director who ceases to be an owner shall thereby automatically become vacant.

3.3. BOARD VACANCIES — Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors; provided that a Director who has been recalled by the membership may not be appointed to fill the vacancy created by his removal; and further provided that following relinquishment of Grantor control during the time that both the Grantor and members other than the Grantor have representation on the Board, the Grantor Directors may not vote for a majority of the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the remaining term of the seat being filled.

3.4. ORGANIZATIONAL MEETING — The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be

fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting. Election of officers may be by secret ballot.

3.5. REGULAR MEETINGS — Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless noticed previously, shall be given to each Director personally or by mail, telephone or telecopier at least three days prior to the day named for such meeting.

3.6. SPECIAL MEETINGS — Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than three day's notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

3.7. WAIVER OF NOTICE — Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.8. NOTICE TO MEMBERS — Notices of Directors meetings, and meetings of committees to make recommendations regarding the Association budget or which have the authority to take action on behalf of the Board shall be posted in the Fountain Lakes Clubhouse at least 48 continuous hours in advance for the attention of members, except in an emergency. Notices shall specifically incorporate an identification of agenda items. All other committee meetings are exempt from this section. Meetings at which a regular assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding parcel (lot) use will be proposed, discussed, or approved, shall be mailed or

delivered to the members and posted in the Fountain Lakes Clubhouse not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the Secretary and filed among the official records of the Association.

3.9. MEMBER PARTICIPATION — Meetings of the Board of Directors and any committee thereof required to give notice pursuant to 3.8 above, at which a majority of the members of that committee are present shall be open to all members except that members shall not be privileged to attend meetings between the Board or a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice. The right to attend such meetings includes the right to speak with reference to all identified agenda items provided however, the Association may adopt reasonable rules governing the frequency, duration and manner of member participation. Such rules must be adopted in advance and in written form. Members' shall have the right to tape record or videotape the meetings of the Board of Administration or Committee subject and pursuant to Rules adopted from time to time by the Board of Directors.

3.10. BOARD MEETINGS, QUORUM AND VOTING — A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings and a vote or abstention for each member present shall be recorded in the minutes. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors

may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.11. PRESIDING OFFICER — The presiding officer at Directors' meetings shall be the President if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.12. DIRECTOR COMPENSATION — Directors shall serve without pay unless the voting interests annually authorize Director's fees, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS — All of the powers and duties of the Association existing under the Florida Not-For-Profit Corporation Statute, the Declaration of Covenants and Restrictions, the Corporate Charter and these By-laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by members when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. TO ADOPT BUDGETS, BORROW MONEY AND MAKE AND COLLECT ASSESSMENTS AND FEES from and against owners and users to defray the expenses of the Association.

4.2. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

4.3. THE MAINTENANCE, REPAIR, REPLACEMENT, IMPROVEMENT AND OPERATION of the Subdivision and Association property.

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4.4. TO ENACT RULES AND REGULATIONS concerning the use of the common areas, the parcels (lots) and the residences thereon.

4.5. TO APPROVE OR DISAPPROVE PROPOSED ACTIONS in the manner provided by the Declaration of Covenants and Restrictions.

4.6. TO ENFORCE by legal means the provisions of applicable laws, the Covenants and Restrictions, the Association Charter, the By-Laws and the Rules and Regulations.

4.7. TO CONTRACT FOR MANAGEMENT of the Subdivision.

4.8. TO CARRY INSURANCE for the protection of the parcel (lot) owners, users and the Association.

4.9. TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Subdivision and not billed to owners of individual parcels (lots) or users.

4.10. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.11. TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES, LICENSES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the Subdivision property necessary or desirable for proper operation of the Subdivision.

4.12. TO LEVY FINES — The Directors may, pursuant to F.S. 617.305, impose fines not to exceed \$100.00 per violation, for failure to comply with the provisions of the Neighborhood documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single

notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00.

4.12.1. HEARING NOTICE — The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration of Covenants & Restrictions, Articles of Incorporation, By-laws, or Rules and Regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

4.12.2. RESPONDENT'S RIGHTS — The party against whom the fine or sanction may be levied shall have an opportunity to respond, to present evidence, and to 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 Association.

4.12.3. HEARING COMMITTEE — The hearing must be held before a committee of other members, none of whom are members or spouses of the Board of Directors. If the committee does not agree with the fine, the fine may not be levied.

4.13. TO APPOINT COMMITTEES — The Directors may appoint committees. All committees and committee members shall serve at the pleasure of the Board.

4.14. TO HAVE THE FOLLOWING EMERGENCY POWERS —

4.14.1. In anticipation of or during any emergency defined in Section 4.15.5. below, the Board of Directors of the Association may:

(a) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity or unavailability of any officer of the Association; and

(b) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

4.14.2. During any emergency defined in Section 4.14.6. below:

(a) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio;

(b) The Director or Directors in attendance at a meeting shall constitute a quorum.

4.14.3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(a) Binds the Association; and

(b) Shall have the presumption of being reasonable and necessary.

4.14.4. An officer, director, or employee of the Association acting in accordance with any emergency By-laws is only liable for willful misconduct.

4.14.5. The provisions of these emergency By-laws shall supersede any inconsistent or contrary provisions of these By-laws for the period of emergency.

4.14.6. An emergency exists for purposes of this Section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

5. OFFICERS

5.1. EXECUTIVE OFFICERS — After turnover, the executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary.

5.2. PRESIDENT — POWERS AND DUTIES — The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. VICE PRESIDENT — POWERS AND DUTIES — The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. SECRETARY — POWERS AND DUTIES — The Secretary shall keep the minutes of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5. TREASURER — POWERS AND DUTIES — The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of

the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. EMPLOYEE COMPENSATION — The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

5.7. INDEMNIFICATION — Every Director and every officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director, officer, or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, officer, or committee member admits or is adjudged guilty of willful malfeasance, misfeasance or nonfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Director, officer or committee member may be entitled by common law or statute.

5.8. DELEGATION — To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

6. MINUTES AND INSPECTION OF RECORDS — Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and

all other official records, as defined in F.S. 617.303, shall be available for inspection by members or their authorized agents within 10 business days after receipt of a written request for access. This provision shall be deemed to have been complied with by having a copy of the official records available for inspection or copying in the Community. Provided, however, that the Directors may adopt, in advance and in written form, reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

7. FISCAL MANAGEMENT — Shall be in accordance with the following provisions:

7.1. BUDGET — A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Subdivision including insurance and management fees, if any, and for all of the unpaid operating expenses previously incurred. It shall accrue reserves which may later be waived or reduced by a majority vote at a duly called meeting of the Association. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. The budget will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year.

7.2. MAILING — A copy of the proposed annual budget together with a notice of the meeting shall be mailed or delivered to the members not less than 14 days prior to the meeting of the directors at which the budget will be adopted.

7.3. ASSESSMENTS — The shares of the members of the common expenses may be made payable in advance in installments of from one to three months and shall become due on the first day of each such period and which shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of a member delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed in the Public Records of Lee County, Florida and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

7.4. SPECIAL ASSESSMENTS AND CHARGES — Assessments and charges for expenses which are not provided for and funded in the Budget shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

7.5. ASSESSMENT ROLL — The assessments for common expenses and charges shall be set forth upon a roll of the members which shall be available for inspection at all reasonable times by members or their authorized agents. Such roll shall indicate for each parcel (lot) the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a member's account may be relied upon for all purposes by any person for whom made.

7.6. LIABILITY FOR ASSESSMENTS AND CHARGES — An owner regardless of how his title has been acquired including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all assessments and charges coming due while an owner. Additionally an owner shall be jointly and severally liable with the previous owner for all unpaid assessments and charges due and payable up to the time of transfer of title. Liability may not be avoided by waiver of the use or enjoyment of any common areas or Association property or by abandonment of the parcel (lot) for which the assessments are made. The liability of a first

mortgagee or its successor or assignees who acquire title to a parcel (lot) by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (1) The parcel's (lot's) unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (2) One percent of the original mortgage debt. This partial excusal shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the mortgagee. The person acquiring title shall pay the amount owed to the Association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel (lot) and proceed in the same manner as provided in this section for the collection of unpaid assessments.

7.7. LIENS FOR ASSESSMENTS — The unpaid portion of an assessment including an accelerated assessment which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon the parcel (lot) and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

7.8. UNPAID CHARGES — Unpaid charges which are due together with costs, interest and reasonable attorney's fees including appeals for collection shall be the basis for a lien on the parcel (lot).

7.9. COLLECTION — INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS — Assessments paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest

lawful rate from time to time (now 18% per annum) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.10. COLLECTION — SUIT — The Association, at its option, may enforce collection of delinquent assessments by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the parcel (lot) owner a written notice of its intention to foreclose the assessment lien 30 days before commencing foreclosure, unless a Notice of Contest of Lien has been filed. The lien shall secure only assessments, interest, costs and attorneys fees and not fines, charges or other fees.

7.11. ACCOUNTS — All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.12. ASSOCIATION DEPOSITORY — The depository of the Association shall be a bank or banks or state or Federal Savings and Loan Associations or a member firm of the New York Stock Exchange with offices in Florida and as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies

from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.13. COMMINGLING OF FUNDS — All funds shall be maintained separately in the Association's name. Reserve and operating funds may not be commingled unless combined for investment purposes. This is not meant to prohibit prudent investment of Association funds even if combined with operating or other reserve fund, but such funds must be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other Condominium Association or Community Association as defined in F.S. 468.431.

7.14. ANNUAL FINANCIAL STATEMENTS — Financial statements meeting the requirements of F.S. 617.303(7) shall be made annually. A copy of the financial statements shall be furnished to each member within 60 days following the end of the previous Fiscal Year or at the annual meeting.

7.15. INSURANCE OR FIDELITY BONDING — The Association shall obtain and maintain adequate insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term “persons who control or disburse funds of the Association” includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall obtain and maintain adequate Directors and officers liability insurance utilizing

OR BK 03153 PG 0762

the broad form of policy coverage for all Directors and officers and, if available, committee members of the Association. The Association shall bear the cost of bonding.

8. PARLIAMENTARY RULES — A parliamentary procedure such as Robert's Rules of Order uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Covenants and Restrictions, the Articles of Incorporation or By-Laws of the Association or with the laws of the State of Florida.

9. BY- LAW AMENDMENTS — After turnover, amendments to the By-Laws shall be adopted in the following manner:

9.1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which or by which a proposed amendment is considered.

9.2. PROPOSAL OF AMENDMENTS — An amendment may be proposed by either a majority of the Directors or by Twenty-five Percent (25%) of the voting interests of the Association.

9.3. ADOPTION OF AMENDMENTS — A resolution or written agreement adopting a proposed amendment must receive approval of sixty-seven percent (67%) of the voting interests of the Association. Prior to turnover, amendments may be adopted by the Board alone.

9.4. EFFECTIVE DATE — An amendment when adopted shall become effective only after being recorded in the Public Records of Lee County, Florida.

9.5. AUTOMATIC AMENDMENT — These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Association Articles of Incorporation, or the Not For Profit Corporation Act as amended from time to time.

9.6. PROPOSED AMENDMENT FORMAT — Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

10. FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., (THE CORPORATION) VOTING.

10.1. Each parcel (lot) owner in this Association is also a member by virtue of such ownership of the Fountain Lakes Community Association, Inc. (hereinafter the "Corporation") and each parcel (lot) has a vote in the Corporation. It is the purpose of this section to provide a uniform method for the casting of these votes.

10.2. Each parcel (lot) shall have one indivisible vote. If multiple owners of a parcel (lot) cannot agree on a vote, the vote shall not be counted.

10.3. Votes on Corporation matters shall be cast with the Secretary of this Association and it shall be the duty of the Board of Directors to collect and tabulate the votes and then to cast them with the Corporation through its President or his proxy in the same manner as originally cast.

11. ACTION WITHOUT A MEETING — In the event the directors deem it appropriate to do so, they and the members may act by written consent without meetings. In addition, the Directors may hold Board meetings by telephone conference call provided that a speaker telephone is made available for members to listen to the proceedings.

The foregoing were adopted as the first By-Laws of **FOREST RIDGE SHORES
AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.**, on this 2nd day of
August, 1999.



PRESIDENT

7/2

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