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 lot 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.

OR2100 PG1960

8. SIGNS.

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

A. One sign no larger than 4 square feet in an area may be placed on each Lot advertising the Lot for sale, unless the Lot is a corner Lot, 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 Lot 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 Lot 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 this paragraph.

9. NUISANCE.

A. Nothing shall be done upon any Lot 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 Lot, or any building erected on any residential Lot, 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 Lot owners from renting or leasing their Lots.

C. Unused lots must be kept cleared of rubbish, weeds or high grass so as not to become objectionable to adjoining lots. 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 Lot 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 plot have first been approved in

OR2100 PG1961

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 Lot, except that dogs, cats and other usual and non-exotic household pets may be kept (except pit bulls 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 lot at any one time shall not exceed two (2). All animals shall be contained on the owner's lot and shall not be permitted to run freely.

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

A. Operable 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. 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

OR2100 PG1962

such vehicle is necessary 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 lot, except for the purpose of excavating for the construction or alteration of a residence on the lot 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 lot 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 created in favor of the Grantor,

ORB 2100 Pg 1963

the Corporation, the Neighborhood Association, or any appropriate governmental or quasi-governmental agency that may reasonably require such access.

C. No lot 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 19.

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 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 lot 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.

OR2100 Pg1964

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 dishes, 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. 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.

OR2100 PG1965

23. SOLAR COLLECTORS.

The Neighborhood Association shall approve the location of and materials used in the construction of solar collectors.

24. WALLS, FENCES AND SHUTTERS.

No wall or fence shall be constructed on any lot 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.

OR2100 PG1966

25. LIGHTING.

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

26. CLOTHES DRYING AREA.

No outdoor clothes drying area shall be allowed unless approved in writing by the Neighborhood Association.

27. FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

Each Lot Owner of SEABREEZE 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 Lot 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 Lot in SEABREEZE, 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 Lot by the Corporation or the Neighborhood Association for non-payment of assessments. The assessments for each Lot 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 lot shall be divided or subdivided without the express written consent of Grantor, who may impose certain requirements on owner 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 SEABREEZE, to the properties or any lot, without the prior written approval of Grantor.

OR2100 PG1967

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 lot 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, delegatees, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

OR2100 PG1968

31. SEABREEZE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION.

A. In order to provide for the continuing operation and management of SEABREEZE, 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 Seabreeze 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 lot 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.

OR2100 PG1969

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 lots 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.

34. SEVERABILITY.

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

35. MODE OF ENFORCEMENT.

The Grantor and any owner of any portion of the benefitted 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.

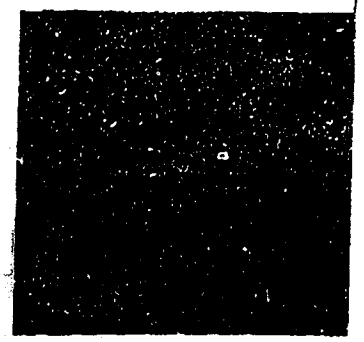
36. INTERPRETATION.

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 lots in the subdivision provided, however, that so long as Grantor owns any land within the total Fountain Lakes Project, 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 lot owners 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.

OR2100 PG1970



IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on this 13th day of July, A.D. 1989.

KRAUS-ANDERSON, INCORPORATED

Mari Freiberg
Witness #1

By: Dan Engelsma
DAN ENGELSMA, Executive Vice President

Heidi Mehl
Witness #2

OR2100 PG1971

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } SS:

The foregoing instrument was acknowledged before me this 13th day of July, 1989, by DAN ENGELSMA, as Executive Vice President of KRAUS-ANDERSON, INCORPORATED.

Notary Public

My Commission Expires:

July 27, 1989

KATHRYN J. TARNISH
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 27, 1989



State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SEABREEZE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 14, 1989, as shown by the records of this office.

The document number of this corporation is N34216.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 19th day of September, 1989.

Jim Smith

Jim Smith
Secretary of State

CR2EO22 (6-89)

OR2100 PG1972

ARTICLES OF INCORPORATION

OF

SEABREEZE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

FILED
89 SEP 14 PM 2:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

The name of this corporation is Seabreeze at Fountain Lakes Neighborhood Association, Inc.

ARTICLE II

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

OR2100 PG1973

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 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

ARTICLE VI

The affairs of the corporation are to be managed initially by a Board of three (3) or five (5) Directors who will be elected or appointed by the Developer each year at the annual meeting of the Association as provided for in the By-Laws. At such time as the Developer has relinquished control of the Association the Board may be composed of any odd number of Directors that the members decide.

ARTICLE VII

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

DANIEL W. ENGELSMA - President

PATRICIA KUJAWA - Vice President

GORDON SUNDIN - Secretary/Treasurer

OR2100 PG1974

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

PATRICIA KUJAWA
523 South Eighth Street
Minneapolis, Minnesota 55404

GORDON SUNDIN
22700 South Tamiami Trail
Estero, Florida 33928

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 any owner 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 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.

OR2100 PG1975



ARTICLE XV

The name and place of the residence of the resident agent for service of process shall be Richard D. DeBoest, whose address is: 1415 Hendry Street, Fort Myers, Florida 33901.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 10th day of August, 1989.

RICHARD D. DeBOEST (SEAL)

FILED
89 SEP 14 PM 2:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgements in the State and County aforesaid, personally appeared RICHARD D. DeBOEST, known to me and known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

WITNESS my hand and seal this 10th day of August, 1989.

NOTARY PUBLIC

My Commission Expires: (SEAL)

NOTARY PUBLIC STATE OF FLORIDA
My Commission Exp. MAY 28,1990

OR2100 PG1976

BY-LAWS

OF

SEABREEZE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

1. IDENTITY - These are the By-Laws of SEABREEZE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., a nonprofit Florida Corporation formed for the purpose of administering THE FOUNTAIN LAKES SEABREEZE SECTION, which is located at Estero, Florida, upon the lands described in the Declaration of Restrictions and any supplements thereto. (The corporation shall hereafter be referred to as the "Association".) These By-Laws, the Declaration of Restrictions, the Articles of Incorporation, and the Rules and Regulations of the Association shall be hereafter referred to collectively as the "Association documents."

OR2100 PG1977

1.1. OFFICE - The office of the Association shall be at Fountain Lakes or elsewhere in Lee County, Florida as determined from time to time by the Board of Directors.

1.2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year or such other period as may be determined by the Board of Directors.

1.3. SEAL - The seal of the Association shall bear the abbreviated name of the Association, the word "Florida," and the year of establishment.

1.4. MEMBERSHIP - There shall be two classes of members in the Association. One class shall consist of the Grantor. The other shall consist of all other owners of lots in the subdivision.

2. MEMBERS' MEETINGS

2.1. ANNUAL MEMBERS' MEETINGS shall be held at Fountain Lakes or at such other convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by

the Board, for the purpose of electing Directors and transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEMBER'S MEETINGS shall be held whenever called by a majority of the Board of Directors or when called by written notice from twenty-five percent (25%) of the entire membership on a date set by the Board.

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be delivered by hand or sent to each lot owner by United States mail at least ten (10) days prior to the annual meeting.

2.4. Notice of other special meetings not covered above shall be in writing and delivered by hand or mailed to each member first class, postage prepaid not less than 10 days prior to the meeting. However, lot owners may waive notice of specific meetings and take action by written agreement without meetings as hereinafter provided.

OR2100 Pg1978

2.5. All notices of meetings shall state clearly and particularly the purpose or purposes of the meeting.

2.6. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the then current entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the lots represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except those for which a higher requirement is specified either under law or in the Association documents.

2.7. EACH LOT shall have one (1) indivisible vote. If multiple owners of a lot cannot agree on the vote, it will not be counted.

2.8. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and must be filed with the Secretary

before or at the appointed time of the meetings. Proxies shall be good only for the meeting designated, or if so provided in the proxy, for any adjournment or postponement thereof, but in no event shall they be effective longer than 90 days from the date given. Only lot owners and Grantor-appointed Directors may hold proxies.

2.9. ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.10. THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS and, as far as applicable at all other members' meetings, may be:

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

(b) Calling of the roll and certifying of proxies.

(c) Proof of notice of meeting or waiver of notice.

(d) Reading and approval of any unapproved minutes.

(e) Reports of Directors.

(f) Reports of Committees.

(g) Election of Directors.

(h) Discussion of Budget.

(i) Unfinished Business.

(j) New Business.

(k) Adjournment.

3. BOARD OF DIRECTORS

3.1. MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of three (3) Directors. The Directors shall be of two classes: those elected by the owners and those appointed by the Grantor.

OR2100 PG1979

Until turnover of control, the Board shall be composed of three or five Directors as the Board may decide. After the Grantor has relinquished control of the Association, the Board may have any odd number of Directors. The first Board shall be selected by the Grantor. Other than Directors selected by the Grantor, each Director shall be a member of the Association. The Grantor shall be entitled (but shall not be obligated) to appoint a majority of Directors until the project is completed and all lots within it have been sold. However, at such time as Grantor notifies the members that turnover shall take place (which may be prior to the sale of all lots) the membership shall accept the turnover and elect a Board of Directors composed of members of the Association.

3.2. DESIGNATION OF DIRECTORS shall be in the following manner:

3.2.1 Members of the Board of Directors, except those selected by the Grantor, shall be elected by a majority of those present and voting at the annual meeting of the members of the Association. Members of the Board appointed by the Grantor shall serve at the Grantor's discretion and may be replaced at any time by the Grantor.

3.2.2 Except as to vacancies created by removal of Directors by members and replacements by the Grantor, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors.

3.2.3 Any Director, except those selected by the Grantor, may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose only either by a majority of the Board of Directors or by three (3) members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting or by the written agreement.

OR2100 PG1980

3.2.4 Except for those Directors appointed by the Grantor, the term of each Director's service shall extend until the next annual meeting of the members and thereafter until such Director's is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.3. THE ORGANIZATIONAL MEETING of the newly elected Board of Directors shall be held as soon as practicable following the meeting at which they were elected and/or appointed.

3.4. 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 but not less than semi-annually. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph at least forty-eight (48) hours prior to the day named for such meeting.

3.5. SPECIAL MEETINGS OF THE DIRECTORS MAY BE called by the President and must be called by the Secretary at the written request of a majority of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

3.6. 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. Any Director's presence at a meeting shall automatically constitute waiver of notice.

3.7. MEETINGS OF THE BOARD OF DIRECTORS shall be open to all lot owners to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto). The presiding officer shall decide whether to allow meetings to be tape recorded.

OR2100 PG1981

3.8. A QUORUM AT DIRECTORS' MEETINGS shall consist of a majority of the Directors. The act of a majority at a meeting at which a quorum is present shall constitute the act of the Board. If at any meeting of the Board there be less than a majority present, the remaining Directors may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.9. 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.

3.10. DIRECTORS SHALL SERVE WITHOUT PAY, 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 Florida law and the Association documents shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by lot owners when specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the common expenses.

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

4.3. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the Common Properties and any personal property belonging to the Association.

4.4. THE RECONSTRUCTION OF COMMON PROPERTIES AFTER CASUALTY and the further improvement of the Common Properties.

OR2100 PG1982

4.5. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS.

4.6. TO ENFORCE by legal means the provisions of applicable laws and the Association documents.

4.7. TO CONTRACT FOR MANAGEMENT of the project.

4.8. TO PAY TAXES AND ASSESSMENTS which are liens against any part of the Common Properties and to assess the same against the lots subject to such liens.

4.9. TO CARRY INSURANCE for the protection of the lot owners and the Association against casualty and liabilities.

4.10. TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the Association and not billed to owners of individual lots.

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

4.12. TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

4.13. THE DIRECTORS MAY, pursuant to F.S. 617.10(3), impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred Dollars ($100.00) for each violation, against lot owners for violations of the Association documents, including the Rules and Regulations, by owners or their guests or lessees. Fines shall be secured as assessments. No fine shall be imposed until the owner(s) has been given the opportunity to have a hearing before the Board. Each day of violation or continued violation shall be considered a separate violation under this paragraph.

4.14. TO MAKE AND AMEND THE RULES AND REGULATIONS.

OR2100 Pg1983

5. OFFICERS

5.1. THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice-President, a Secretary/Treasurer, and such other officers as may decided on by the Board, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meetings. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or Assistant Secretary. The President, Vice-President and Secretary/Treasurer shall be Board members; the others need not be.

5.2. THE PRESIDENT shall be 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. THE VICE PRESIDENT shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and 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. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members and 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 same to instruments requiring a seal when duly signed; shall keep 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. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

5.5. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall

OR2100 PG1984

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. THE COMPENSATION of all officers and 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 or preclude the contracting with a Director for the management of the Association.

5.7. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed in connection with any proceedings to which such person may be a party, or in which such person may become involved by reason of being or having been a Director of the Association, or any settlement thereof, whether or not such person is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of their duties, or shall have breached their fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

OR2100 Pg1985

6. MINUTES OF ALL MEETINGS OF LOT OWNERS and of the Board of Directors shall be kept in a businesslike manner and these, plus records of all receipts and expenditures, and all other records shall be available for inspection by lot owners and Board members at reasonable times upon such reasonable advance notice as may be decided by the Board.

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 Association. It will contain a reasonable allowance for contingencies and provide funds for any unpaid operating expense previously incurred.

7.2. A copy of the proposed annual budget shall be mailed to the lot owners not less than fourteen (14) days prior to the Directors meeting at which it will be adopted by the Directors. The Board shall specify in the notice of the meeting that it will be considering the budget. Provided, however, that if any adopted budget requires an assessment exceeding 120 percent of the previous year's assessment exclusive of reserves, capital expenditures and items that are non-recurring on an annual basis, the Board, upon written application of 20% of the owners, shall call a special owners meeting within 60 days, upon not less than 10 days written notice to each owner. At the special meeting, the lot owners shall consider and enact a budget by not less than a majority of a quorum. If the owners are unable to so agree on a budget, the budget adopted by the Board shall remain in effect.

7.3. THE FIRST BUDGET shall be exempt from the above 7.2.

7.4. ASSESSMENTS - The shares of the lot owners of the common expenses shall be payable quarterly in advance and shall become due on the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated operating expenses, the reserves, unless waived, and for all of the unpaid operating expense previously incurred.

7.5. SPECIAL ASSESSMENTS as provided in the Association documents shall be made by the Board of Directors, and the time of payment shall likewise be determined by them. Provided that the Board shall specify it is considering

OR2100 PG1986

a special assessment in the notice of the Board meeting at which the assessment will be considered.

7.6. ASSESSMENT ROLL - The assessments for common expenses, according to the budget, shall be set forth upon a roll of the lots which shall be available for inspection at all reasonable times by lot owners. Such roll shall indicate for each lot the name and address of the owner and the assessments paid and unpaid. The Board shall have the power to issue Certificates regarding assessments as provided in the Association documents.

7.7. LIABILITY FOR ASSESSMENTS - A lot owner shall be liable for all assessments coming due while the owner of a lot, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the lot for which the assessments are made.

OR2100 PG1987

7.8. LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due, together with interest thereon and reasonable attorney's fees for collection including any appeals, shall be secured by a lien upon:

7.8.1 THE LOT and all improvements when a notice claiming the lien has been recorded by the Association. The procedure shall be that set forth in Florida Statute 718.116. Such lien shall be subordinate to any prior recorded first mortgage on the lot.

7.8.2 ALL TANGIBLE PERSONAL PROPERTY located on the lot except that such lien shall be subordinate to prior liens and security interests of record.

7.9. COLLECTION, INTEREST, APPLICATION OF PAYMENTS - Assessments paid on or before ten (10) days after the date due shall not bear interest, but

all sums not paid on or before ten (10) days shall bear interest at the highest lawful rate (currently eighteen percent per annum) for the date due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.10. COLLECTION BY SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments utilizing the procedures set forth in F.S. 718.116, 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 interest thereon at the highest lawful rate (now 18%) per annum and all costs incident to the collection and the proceedings, including reasonable attorney's fees at all trial and appellate levels. The Association must deliver or mail by certified mail to the lot owner a written notice of its intention to foreclose the lien thirty (30) days before commencing foreclosure.

ORZ100 PAI988

7.11. ACCOUNTS - All sums collected from assessments may be mingled in a single fund, but they shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

7.11.1 COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all routine common expense.

7.11.2 ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any.

7.11.3 CONTINGENCY ACCOUNT - to which shall be credited all sums collected for contingencies and emergencies.

7.12. THE DEPOSITORY of the Association shall be such bank or banks in Florida 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. A FINANCIAL REVIEW of the accounts of the Association shall be made annually including, but not limited to, a complete financial report of actual receipts and expenditures for the previous twelve (12) months. A copy of the report shall be furnished to each member within thirty (30) days after its completion and delivery to the Directors or at the annual meeting.

OR2100 PG1989

7.14. FIDELITY BONDS shall be required by the Board of Directors from all persons who control or disburse Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds on Association Officers and Directors shall be paid by the Association.

8. PARLIAMENTARY RULES - A uniformly applied parliamentary procedure shall serve as general guidelines governing the conduct of corporate proceedings to the extent that it is not in conflict with the Association documents or with the laws of the State of Florida.

9. AMENDMENTS - After turnover, amendments to the By-Laws shall be proposed in the following manner. Prior to turnover, amendments may be made by the Board alone.

9.1. INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by 20% of the lot owners. If the amendment is proposed by lot owners, it must also be approved by the Board before presentation to the owners.

9.2. PROPOSAL 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.

9.3. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.4. A RESOLUTION adopting a proposed amendment must receive approval of 67% of the voting interests of the membership of the Association; provided, however, that any provision affecting the rights of the Grantor may not be amended without its prior written consent as well. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

9.5. EFFECTIVE DATE - An amendment, when adopted, shall become effective when reduced to writing and certified by the Secretary of the Association.

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

10.1. Each 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 lot has a voting interest in the Corporation. It is the purpose of this section to provide a uniform method for the casting of these voting interests.

10.2. Each lot shall have one indivisible vote. If multiple owners cannot agree on a vote, the vote shall not be counted. Voting certificates are not authorized.

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

OR2100 PG1990

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. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY to do so, they and the owners may act by written agreement without meetings, which written agreement may be executed in counterparts. In addition, the Directors may make decisions by telephone provided they are ratified at subsequent Board meetings.

THE FOREGOING were adopted as the By-Laws of SEABREEZE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC. at the first meeting of the Board of Directors.

PRESIDENT

OR2100 PG1991



CONSENT TO SUPPLEMENT #11 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, FIRST FLORIDA BANK, N.A., LEE COUNTY, hereby gives its consent to the recordation of the foregoing Supplement #11 to Declaration of Protective Covenants and Restrictions for Fountain Lakes as originally recorded in Official Record Book 1938, Page 4601, Public Records of Lee County, Florida.

DONE this 8th day of September, 1989.

WITNESSES:

Karen C. Bailey

Mary A. DeBeck

FIRST FLORIDA BANK, N.A., LEE COUNTY

By: _____
ROY R. AKINS,
Executive Vice President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8th day of September, 1989, by ROY R. AKINS, Executive Vice President of FIRST FLORIDA BANK, N.A., LEE COUNTY, on behalf of said banking association.

Colleen M. Harris
NOTARY PUBLIC

MY COMMISSION EXPIRES:
Notary Public, State of Florida
My Commission Expires June 11, 1990
Bonded Thru Agent's Insurance Inc.

OR2100 PG1992

89 OCT -3 PM 4:13
CHARLIE GREEN LEE CTY FL

46.50

2725364

SUPPLEMENT #12 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 11th, 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:

1. Tract H described in Supplement #6, which was recorded on August 29th, 1988, in O. R. Book 2003, Pages 3916 through 3953, inclusive, Public Records of Lee County, Florida, is renamed and shall henceforth be known as the FOUNTAIN LAKES SOUTHSHORE SECTION.

2. The Declaration of Covenants, Conditions, Restrictions and Reservations for FOUNTAIN LAKES SECTION H attached to Supplement #6 as Exhibit "B" shall henceforth be known as the Declaration of Covenants, Conditions, Restrictions and Reservations for FOUNTAIN LAKES SOUTHSHORE SECTION, and is so amended.

3. The Amended and Restated Articles of Incorporation of the SOUTHSHORE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., formerly the FOUNTAIN LAKES SECTION H NEIGHBORHOOD ASSOCIATION, INC., are attached to and incorporated herein and shall replace and supercede those attached to Supplement #6.

4. The By-Laws of the FOUNTAIN LAKES SECTION H NEIGHBORHOOD ASSOCIATION, INC. attached to Supplement #6, in accordance with the name change of the corporation, shall be the By-laws of the SOUTHSHORE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., and wherever referred to in the By-laws the reference to FOUNTAIN LAKES SECTION H NEIGHBORHOOD ASSOCIATION, INC. and

RECORDED VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

OR2100 PG1993

THIS INSTRUMENT PREPARED BY:
RICHARD D. DeHOFF
ATTORNEY AT LAW
P. O. BOX 1489
FORT MYERS, FLORIDA 33902

FOUNTAIN LAKES SECTION H SUBDIVISION shall be replaced with the wording SOUTHSHORE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC. and FOUNTAIN LAKES SOUTHSHORE SECTION.

DONE this 13th day of July, 1989

WITNESSES:

Mari Freiberg

Heidi Mehl

KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation

By: _____
DAN ENGELSMA, Executive Vice-President

Mari Freiberg

Heidi Mehl

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By: _____
DAN ENGELSMA, President

Mari Freiberg

Heidi Mehl

SOUTHSHORE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

By: _____
DAN ENGELSMA, President

STATE OF MINNESOTA

COUNTY OF HENNEPIN

BEFORE ME, the undersigned authority, personally appeared DAN ENGELSMA, the Executive Vice-President of KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation.

July 13, 1989

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/27/87

KATHRYN J. TARNISH
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 27, 1989

892100 PG1994

STATE OF MINNESOTA

COUNTY OF HENNEPIN

BEFORE ME, the undersigned authority, personally appeared DAN ENGELSMA, President of FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation.

July 13, 1989

NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/27/89

KATHRYN J. TARNISH
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 27, 1989

OR2100 PG1995

STATE OF MINNESOTA

COUNTY OF HENNEPIN

BEFORE ME, the undersigned authority, personally appeared DAN ENGELSMA, President of SOUTHSHORE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation.

July 13, 1989

NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/27/89

KAT[illegible] J. TARNISH
NOT[illegible] LIC — MINNESOTA
H[illegible]PIN COUNTY
My Commission Expires July 27, 1989

State of Florida

Department of State

I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation, filed September 27, 1989, for FOUNTAIN LAKES SECTION H NEIGHBORHOOD ASSOCIATION, INC., changing its name to SOUTHSHORE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N27002.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 28th day of September, 1989.

Jim Smith

Jim Smith
Secretary of State

CR2E022 (6-89)

21UU 1996

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

SOUTHSHORE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

INTRODUCTION:

These are the Amended and Restated Articles of Incorporation of Southshore at Fountain Lakes Neighborhood Association, Inc., originally incorporated as the Fountain Lakes Section H Neighborhood Association, Inc. with the Florida Department of State on June 17, 1988, under Charter Number N27002. Amendments included have been adopted pursuant to Florida Statutes Chapter 617.0201(4) and there is no discrepancy between the coproation's Articles as they existed prior to these restated Articles other than the inclusion of amendments contained herein and the omission of matters of historical interest.

OR2100 PG1997

ARTICLE I

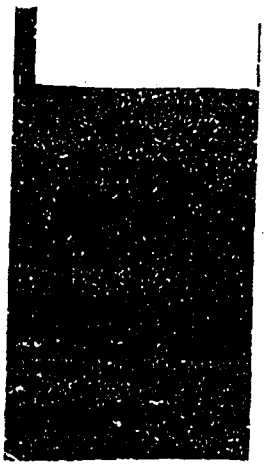
The name of this corporation is Southshore at Fountain Lakes Neighborhood Association, Inc.

ARTICLE II

The purpose for which this corporation is organized is for the operation and maintenance of the FOUNTAIN LAKES SOUTHSHORE SECTION common property as it exists from time to time and administration of the Covenants and Restrictions under the FOUNTAIN LAKES SOUTHSHORE SECTION Declaration of Covenants and Restrictions recorded in the Lee County, Florida Public Records in O. R. Book 2003, Pages 3916 through 3953, inclusive, 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 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 automatically terminated when these Articles were originally filed with the Secretary of State:

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

OR2100 PG1998

ARTICLE VI

The affairs of the corporation are to be managed initially by a Board of three (3) or five (5) Directors who will be elected or appointed by the Developer each year at the annual meeting of the Association as provided for in the By-Laws. At such time as the Developer has relinquished control of the Association the Board may be composed of any odd number of Directors that the members decide.

ARTICLE VII

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

DANIEL W. ENGELSMA - President

STANLEY M. TAUBE - Vice President

GORDON SUNDIN - 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

STANLEY M. TAUBE
5775 Wayzata Boulevard
Suite 700
Minneapolis, Minnesota 55416

GORDON SUNDIN
22700 South Tamiami Trail
Estero, Florida 33928

OR2100 PG1999

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 any owner 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 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 Richard D. DeBoest, whose address is: 1415 Hendry Street, Fort Myers, Florida 33901.

These Amended and Restated Articles of Incorporation were duly adopted by the Directors of the Association pursuant to Article X on July 13, 1989.

SOUTHSHORE AT FOUNTAIN LAKES
NEIGHBORHOOD ASSOCIATION, INC.

By: _____
President

By: _____
Secretary

STATE OF MINNESOTA

COUNTY OF HENNEPIN

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgements in the State and County aforesaid, personally appeared DAN

OR2100 PG2000

ENGLESHA, the President of SOUTHSHORE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., who, after being first duly sworn, acknowledged that he executed the foregoing Amended and Restated Articles of Incorporation for the uses and purposes therein expressed on behalf of said corporation.

WITNESS my hand and seal this 13th day of July, 1989.

NOTARY PUBLIC

My Commission Expires:

July 27, 1989

(SEAL)

KATHRYN J. TARNISH
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 27, 1989

OR2100 PG2001

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgments in the State and County aforesaid, personally appeared GORDON SUNDIN, Secretary of SOUTHSHORE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., who, after being first duly sworn, acknowledged that he executed the foregoing Amended and Restated Articles of Incorporation for the uses and purposes therein expressed on behalf of said corporation.

WITNESS my hand and seal this 28th day of July, 1989.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 25,1990
BONDED THRU GENERAL INS. UND.

[redacted]

CONSENT TO SUPPLEMENT #12 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, FIRST FLORIDA BANK, N.A., LEE COUNTY, hereby gives its consent to the recordation of the foregoing Supplement #12 to Declaration of Protective Covenants and Restrictions for Fountain Lakes as originally recorded in Official Record Book 1938, Page 4601, Public Records of Lee County, Florida.

DONE this 8th day of September, 1989.

WITNESSES:

Karen C. Bailey

Mary A. Robbins

FIRST FLORIDA BANK, N.A., LEE COUNTY

By: _____
ROY R. AKINS,
Executive Vice President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8th day of September, 1989, by ROY R. AKINS, Executive Vice President of FIRST FLORIDA BANK, N.A., LEE COUNTY, on behalf of said banking association.

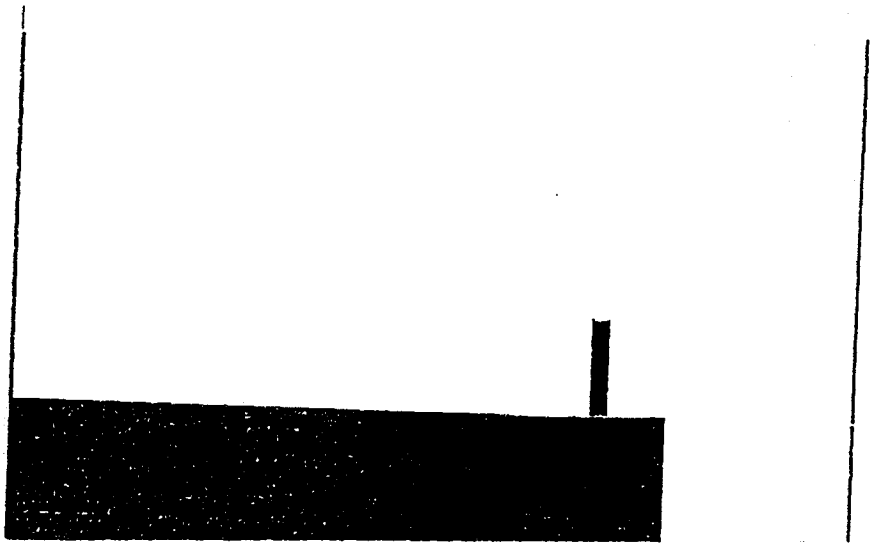
_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:
Notary Public, State of Florida
My Commission Expires June 11, 1990
Bonded Thru Troy Fain - Insurance Inc.

2002 PG2002 ORI 100

C. J. GREEN LEE CTY FL
89 OCT -3 PM 4:14

[redacted]



SUPPLEMENT #13 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

FOUNTAIN LAKES

2857714

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 Shore Wood Tract described on Attached Exhibit "A" is by this supplement committed to the Protective Covenants as a land segment and is assigned 61 property units with a use classification of residential property. Said property shall also be subject to the Additional Protective Covenants and Restrictions attached hereto as Exhibit "B".

DONE this 23rd day of October, 1989.

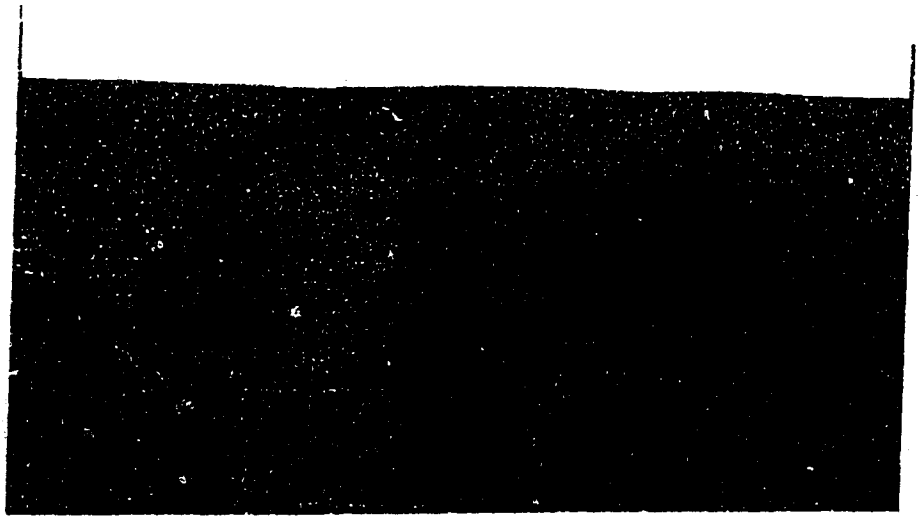
KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation

WITNESSES:

By: _____
DAN ENGELSMA, Executive Vice President

OR2154 PG2999

RECORD VERIFIED - CHARLIE GREEN, CLERK
FT. MYERS, SHERWOOD, P.C.



FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

Charlotte Stenson

By: _____
DAN ENGELSMA, President

STATE OF MINNESOTA

COUNTY OF HENNEPIN

BEFORE ME, the undersigned authority, personally appeared DAN ENGELSMA, the Executive Vice-President of KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and official seal this 23rd day of October, 1989.

Deborah S. Benson
NOTARY PUBLIC

MY COMMISSION EXPIRES:

11-5-91

DEBORAH S. BENSON
NOTARY PUBLIC - MINNESOTA
ANOKA COUNTY
My commission expires 11/5/91

STATE OF MINNESOTA

COUNTY OF HENNEPIN

BEFORE ME, the undersigned authority, personally appeared DAN ENGELSMA, the President of FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation.

0002154 PG 0000



WITNESS my hand and official seal this 23rd day of October,
19 89.

Deborah S Benson
NOTARY PUBLIC

MY COMMISSION EXPIRES:

11-5-91

DEBORAH B. BENSON
NOTARY PUBLIC - MINNESOTA
ANOKA COUNTY
My commission expires 11/5/91

OR2154 PG001

CONSENT TO SUPPLEMENT #13 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, FIRST FLORIDA BANK, N.A., LEE COUNTY, hereby gives its consent to the recordation of the foregoing Supplement #13 to Declaration of Protective Covenants and Restrictions for Fountain Lakes as originally recorded in Official Record Book 1938, Page 4601, Public Records of Lee County, Florida.

DONE this 5th day of June, 1990.

OR2154 PG3002

WITNESSES:

James R. Flake

Theresa M. Mathes

FIRST FLORIDA BANK, N.A., LEE COUNTY

By: ROY R. AKINS,
Executive Vice President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of June, 1990, by ROY R. AKINS, Executive Vice President of FIRST FLORIDA BANK, N.A., LEE COUNTY, on behalf of said banking association.

Colleen M. Haines
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires June 11, 1994

INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

PHONE (813) 995-8500 • 6320 BEAU DRIVE • NORTH FORT MYERS, FLORIDA 33903

EXHIBIT "A"

MAY 22, 1989
JOB NUMBER 0472.

LEGAL DESCRIPTION

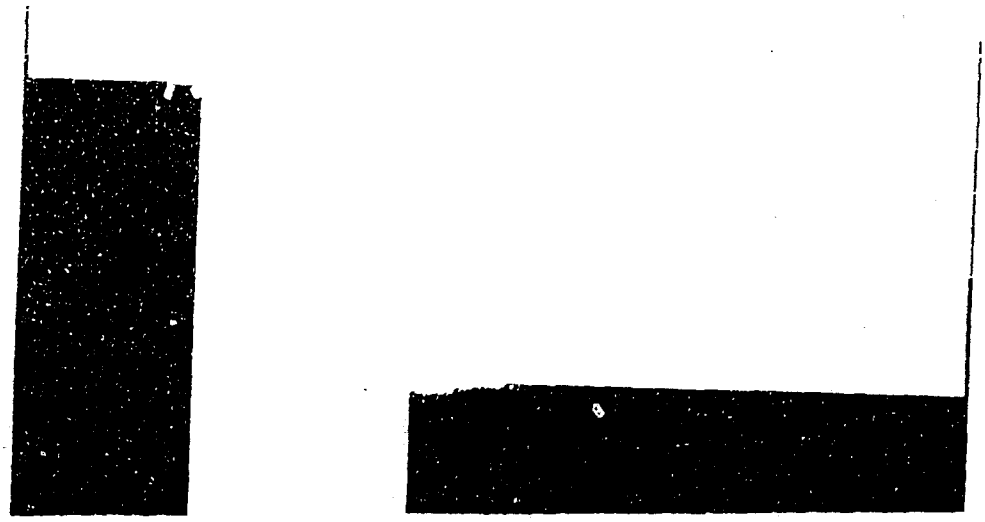
A PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 236.03 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY POWER LINE EASEMENT DESCRIBED IN DEED BOOK 228 AT PAGES 576 - 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 119.06 FEET TO THE POINT OF TANGENCY; THENCE N.04°18'52"E. FOR 60.74 FEET; THENCE N.41°36'59"E. FOR 130.92 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°22'16" 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°22'46" FOR 42.36 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHEASTERLY, EASTERLY 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°40'59" FOR 210.79 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 65°45'40" FOR 18.71 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 150.00 FEET AND A CENTRAL ANGLE OF 35°06'04" FOR 91.91 FEET TO THE POINT OF TANGENCY; THENCE N.50°42'25"E. FOR 389.74 FEET; THENCE N.03°30'11"W. FOR 144.24 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A 70 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1775 AT PAGES 175 ET SEQ. OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE OF SAID 70 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT FOR THE FOLLOWING FOUR (4) COURSES:

1. N.86°29'49"E. FOR 1,320.00 FEET;
2. N.89°59'49"E. FOR 1,320.00 FEET;
3. N.89°59'49"E. FOR 1,320.00 FEET;
4. N.89°59'49"E. FOR 1,320.00 FEET;

THENCE S.00°00'11"E. FOR 1,320.00 FEET; THENCE S.89°59'49"W. FOR 1,320.00 FEET; THENCE S.89°59'49"W. FOR 1,320.00 FEET; THENCE S.89°59'49"W. FOR 1,320.00 FEET;



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 398.48 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 ANY EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS OF WAY OF RECORD.

INK ENGINEERING, INC.

5/27/92

NICK POULOS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 4548

ORB 1514 PG 0004



BOUNDARY SURVEY
INK ENGINEERING, INC.
UNPLATTED
UNPLATTED
CURVE TABLE

EXHIBIT "B" TO SUPPLEMENT #13

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
FOUNTAIN LAKES SHORE WOOD SECTION**

KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation

to

ALL PRESENT AND FUTURE OWNERS OF lots located in Fountain Lakes Shore Wood Section per legal description attached to and incorporated herein as Exhibit "A".

OR2154 PG3006

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 (the "PROTECTIVE COVENANTS") at Official Record Book 1938, Page 4601; 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 Lot in the Fountain Lakes Shore Wood Section shall be used for other than single-family residential purposes, except that Lots or portions of Lots may be used by home builders for temporary offices, sales offices or model homes. Residential purposes include single-family dwellings and attached garages, and storage buildings.

3. LAND USE.

A. The Lots in the FOUNTAIN LAKES SHORE WOOD SECTION shall be used only for single-family residential purposes. However, the FOUNTAIN LAKES SHORE WOOD SECTION is part of a larger project known as FOUNTAIN LAKES, wherein some of the lots may have uses other than single-family residential.

B. Each designated Single Family Residential Lot 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

OR2154 PG3007

and workmanship, as specified on all plans to be submitted for Architectural Control Committee approval as hereinafter provided in Paragraph 4.

B. After the start of any construction of any single-family homes or approved utility structure on any lot, 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 Fountain Lakes Shore Wood Section 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 pre-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.

OR 2154 PG 008

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 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 lot 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

OR2154 PG3009

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 lot a notice stating that the improvements on the lot fail to meet the requirements of this Declaration.

OR2154 PG3010

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, as defined in the Protective Covenants, shall not be subject to Neighborhood Association approval.

5. LOT PREPARATION.

All lots 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 lots. 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 lot 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.

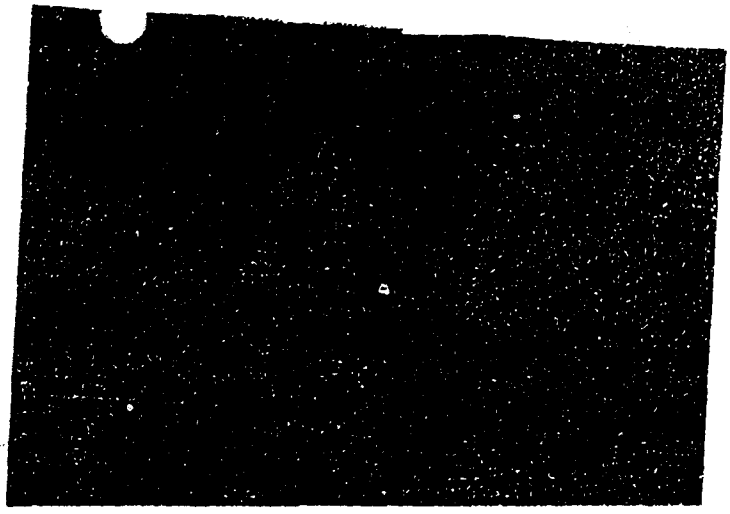
8. SIGNS.

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

A. One sign no larger than 4 square feet in an area may be placed on each Lot advertising the Lot for sale, unless the Lot is a corner Lot, 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 Lot not in excess of 3 square feet in size is permitted.

B. Signs used by builders must comply with the Neighborhood Association's specification for same. No signs, freestanding or otherwise installed, shall be erected or displayed on any Lot or structure, unless the placement, character, form, size, lighting and time of placement of such sign

OR2154 PG3011



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 this paragraph.

9. NUISANCE.

A. Nothing shall be done upon any Lot 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 Lot, or any building erected on any residential Lot, 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 Lot owners from renting or leasing their Lots.

C. Unused lots must be kept cleared of rubbish, weeds or high grass so as not to become objectionable to adjoining lots. 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 Lot at any time either temporarily or permanently as a residence.

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8. No temporary structures shall be permitted until their size, appearance and temporary location on the plot have first been approved in writing by the Neighborhood Association. Any signs to be used in conjunction with any temporary structure must also be pre-approved in writing by the Neighborhood Association. No accessory structure shall be permitted except by the prior written appro.al of the Neighborhood Association.

12. PETS AND ANIMALS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other usual and non-exotic household pets may be kept (except pit bulls 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 lot at any one time shall not exceed two (2). All animals shall be leashed and under the control of the owner when not contained on the owner's lot 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. 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

OR2154 PG013

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.

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.

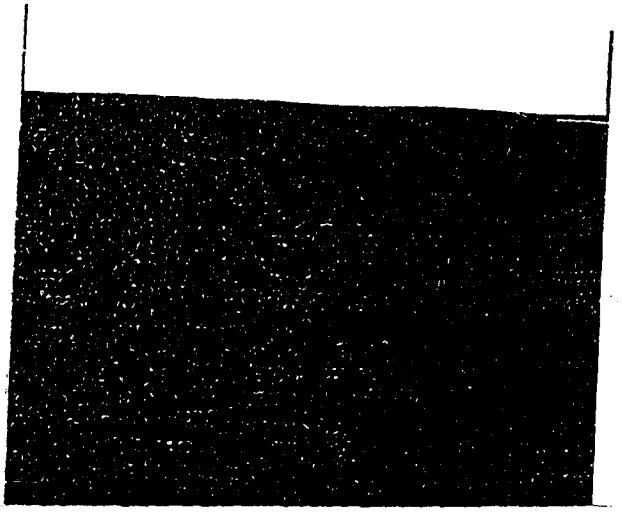
B. No sod, soil, sand or gravel shall be sold or removed from any lot, except for the purpose of excavating for the construction or alteration of a residence on the lot or appurtenances thereto, or for the proper grading thereof, or for road improvement.

15. MAINTENANCE OF PREMISES.

A. 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

OR2154 PG3014



therefor are hereby specifically reserved and created 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 lot 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.

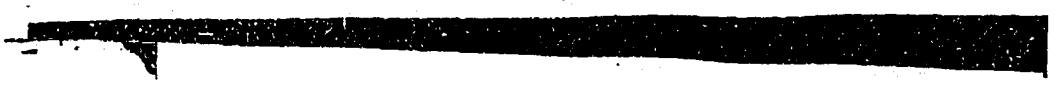
17. FACTORY-BUILT STRUCTURES.

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 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 lot 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

OR2154 PG3015



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 dishes, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Neighborhood Association. 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, 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 house 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

OR2154 PG3016

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 shall approve the location of and materials used in the construction of solar collectors.

24. WALLS, FENCES AND SHUTTERS.

No wall or fence shall be constructed on any lot 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 lot shall be accomplished in accordance with a lighting plan approved in writing by the Association.

26. CLOTHES DRYING AREA.

No outdoor clothes drying area shall be allowed unless approved in writing by the Neighborhood Association.

27. FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

Each Lot Owner of the Fountain Lakes Shore Wood Section 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

OR2151 PG3017

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 Lot 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 Lot in the Fountain Lakes Shore Wood Section 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 Lot by the Corporation or the Neighborhood Association for non-payment of assessments. The assessments for each Lot to be levied by the Corporation include provisions for increasing assessments.

OR2154 PG3018

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

The Neighborhood Association and Grantor may grant, withhold or deny its permission 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 lot shall be divided or subdivided without the express written consent of Grantor, who may impose certain requirements on owner 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 the Fountain Lakes Shore Wood Section to the properties or any lot, 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 corporate common area, neighborhood common area, or property, if any is created, but also to any other person occupying an owner's lot under lease from the owner or by permission or invitation of the owner or his tenants, expressed or implied, licensees, invitees or guests.

OR2154 PG3019

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, delegatees, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

31. FOUNTAIN LAKES SECTIONS K & L NEIGHBORHOOD ASSOCIATION.

A. In order to provide for the continuing operation and management of the Fountain Lakes Shore Wood Section each Grantee and each of the Grantee's heirs, successors and assigns shall by virtue of being the owner of any

residential lot or parcel be a member of the Fountain Lakes Shore Wood Section Neighborhood Association, Inc.

B. The Neighborhood Association shall have the power, as an Association, to enforce these restrictive covenants 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 lot 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 lot together with interest thereon and reasonable attorneys' fees, including fees at both trial and appellate levels, and costs associated with the collection thereof. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the lot owner. A grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

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

OR2154 PG3020

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 lots 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.

34. SEVERABILITY.

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

35. MODE OF ENFORCEMENT.

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

36. INTERPRETATION.

If any of the provisions of this 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 lots in the subdivision provided, however, that so long as

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Grantor owns any land within the total Fountain Lakes Project, 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 lot owners 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 as of the day and year first above written.

KRAUS-ANDERSON, INCORPORATED

Witness #1

By: _____
DAN ENGELSMA, Executive Vice President

Witness #2

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } SS:

The foregoing instrument was acknowledged before me this 23rd day of October, 1989, by DAN ENGELSMA, as Executive Vice President of KRAUS-ANDERSON, INCORPORATED.

_____
Notary Public

My Commission Expires:

11-5-91

DEBORAH S. BENSON
NOTARY PUBLIC - MINNESOTA
ANOKA COUNTY
My commission expires 11/5/91

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[redacted]

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FOUNTAIN LAKES SHORE WOOD SECTION NEIGHBORHOOD ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on November 6, 1989, as shown by the records of this office.

The document number of this corporation is N35098.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 8th day of November, 1989.

Jim Smith
Secretary of State

CR2E022 (3-89)

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[redacted]

ARTICLES OF INCORPORATION

OF

FOUNTAIN LAKES SHORE WOOD SECTION NEIGHBORHOOD ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

OR2154 PG3024

ARTICLE I

The name of this corporation is Fountain Lakes Shore Wood Section Neighborhood Association, Inc.

ARTICLE II

The purpose for which this corporation is organized is for the operation and maintenance of the FOUNTAIN LAKES SHORE WOOD SECTION common property as it exists from time to time and administration of the Covenants and Restrictions under the FOUNTAIN LAKES SHORE WOOD SECTION 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 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

ARTICLE VI

The affairs of the corporation are to be managed initially by a Board of three (3) or five (5) Directors who will be appointed by the Developer each year at the annual meeting of the Association as provided for in the By-Laws. At such time as the Developer has relinquished control of the Association the Board may be composed of any odd number of Directors elected by the members that the members decide.

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ARTICLE VII

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

DANIEL W. ENGELSMA - President

PATRICIA KUJAWA - Vice President

GORDON SUNDIN - 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

PATRICIA KUJAWA
523 South Eighth Street
Minneapolis, Minnesota 55404

GORDON SUNDIN
22700 South Tamiami Trail
Estero, Florida 33928

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 any owner 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 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.

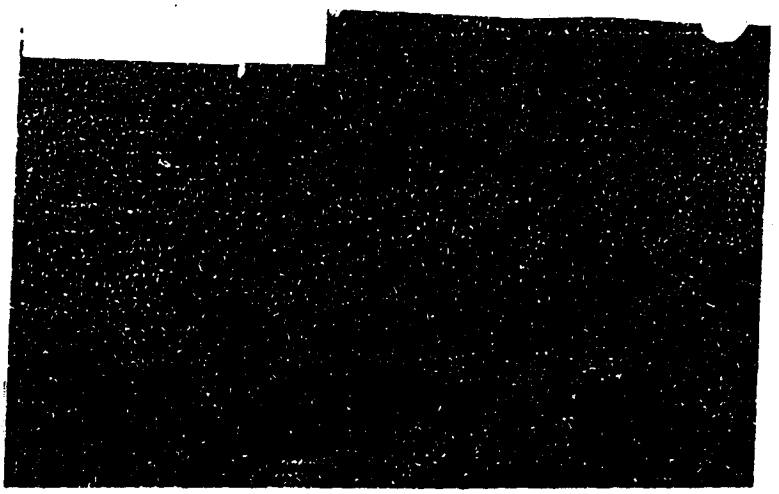
ARTICLE XIII

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,

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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 Richard D. DeBoest, whose address is: 1415 Hendry Street, Fort Myers, Florida 33901.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 31st day of October, 1989.

RICHARD D. DeBOEST (SEAL)

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgements in the State and County aforesaid, personally appeared RICHARD D. DeBOEST, known to me and known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

WITNESS my hand and seal this 31st day of October, 1989.

NOTARY PUBLIC

My Commission Expires: (SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. [illegible]
BONDED THRU GENERAL INS. UND.

OR2154 PG3027



BY-LAWS

OF

FOUNTAIN LAKES SHORE WOOD SECTION NEIGHBORHOOD ASSOCIATION, INC.

1. IDENTITY - These are the By-Laws of FOUNTAIN LAKES SHORE WOOD SECTION NEIGHBORHOOD ASSOCIATION, INC., a nonprofit Florida Corporation formed for the purpose of administering the FOUNTAIN LAKES SHORE WOOD SECTION SUBDIVISION, which is located at Estero, Florida, upon the lands described in the Declaration of Restrictions and any supplements thereto. (The corporation shall hereafter be referred to as the "Association".) These By-Laws, the Declaration of Restrictions, the Articles of Incorporation, and the Rules and Regulations of the Association shall be hereafter referred to collectively as the "Association documents."

1.1. OFFICE - The office of the Association shall be at Fountain Lakes or elsewhere in Lee County, Florida as determined from time to time by the Board of Directors.

1.2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year or such other period as may be determined by the Board of Directors.

1.3. SEAL - The seal of the Association shall bear the abbreviated name of the Association, the word "Florida," and the year of establishment.

1.4. MEMBERSHIP - There shall be two classes of members in the Association. One class shall consist of the Grantor. The other shall consist of all other owners of lots in the subdivision.

2. MEMBERS' MEETINGS

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2.1. ANNUAL MEMBERS' MEETINGS shall be held at Fountain Lakes or at such other convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEMBER'S MEETINGS shall be held whenever called by a majority of the Board of Directors or when called by written notice from ten percent (10%) of the entire membership on a date set by the Board.

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be delivered by hand or sent to each lot owner by United States mail at least ten (10) days prior to the annual meeting.

2.4. Notice of other special meetings not covered above shall be in writing and delivered by hand or mailed to each member first class, postage prepaid not less than 10 days prior to the meeting. However, lot owners may waive notice of specific meetings and take action by written agreement without meetings as hereinafter provided.

2.5. All notices of meetings shall state clearly and particularly the purpose or purposes of the meeting.

2.6. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the then current entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the lots represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except those for which a higher requirement is specified either under law or in the Association documents.

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2.7. EACH LOT shall have one (1) indivisible vote. If multiple owners of a lot cannot agree on the vote, it will not be counted.

2.8. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and must be filed with the Secretary before - at the appointed time of the meetings. Proxies shall be good only for the meeting designated, or if so provided in the proxy, for any adjournment or postponement thereof, but in no event shall they be effective longer than 90 days from the date given. Only lot owners and Grantor-appointed Directors may hold proxies.

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2.9. ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.10. THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS and, as far as applicable at all other members' meetings, may be:

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

(b) Calling of the roll and certifying of proxies.

(c) Proof of notice of meeting or waiver of notice.

(d) Reading and approval of any unapproved minutes.

(e) Reports of Directors.

(f) Reports of Committees.

(g) Election of Directors.

(h) Unfinished Business.

(i) New Business.

(j) Adjournment.

3. BOARD OF DIRECTORS

3.1. MEMBERSHIP - The Directors shall be of two classes: those elected by the owners and those appointed by the Grantor. Until turnover of control, the Board shall be composed of three or five Directors as the Grantor may decide. After the Grantor has relinquished control of the Association, the Board may have any odd number of Directors. Until turnover Directors shall be appointed by the Grantor. Other than Directors appointed by the Grantor, each Director shall be a member of the Association. The Grantor shall be entitled (but shall not be obligated) to appoint Directors until the project is completed and all lots within it have been sold. However, at such time as Grantor notifies the members that turnover shall take place (which may be prior to the sale of all lots) the membership shall accept the turnover and elect a Board of Directors composed of members of the Association.

3.2. DESIGNATION OF DIRECTORS shall be in the following manner:

3.2.1 Members of the Board of Directors, except those appointed by the Grantor, shall be elected by a majority of those present and voting at the annual meeting of the members of the Association. Members of the Board appointed by the Grantor shall serve at the Grantor's discretion and may be replaced at any time by the Grantor.

3.2.2 Except as to vacancies created by removal of Directors by members and replacements by the Grantor, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors.

3.2.3 Any Director, except those appointed by the Grantor, may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting

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of the members, called for that purpose only by ten percent (10%) of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting or by the written agreement.

3.2.4 Except for those Directors appointed by the Grantor, the term of each Director's service shall extend until the next annual meeting of the members and thereafter until such Director's successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.3. THE ORGANIZATIONAL MEETING of the newly elected Board of Directors shall be held as soon as practicable following the meeting at which they were elected and/or appointed.

3.4. 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 but not less than semi-annually. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph at least forty-eight (48) hours prior to the day named for such meeting.

3.5. SPECIAL MEETINGS OF THE DIRECTORS MAY BE called by the President and must be called by the Secre ary at the written request of a majority of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

3.6. 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. Any Director's presence at a meeting shall automatically constitute waiver of notice.

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3.7. MEETINGS OF THE BOARD OF DIRECTORS shall be open to all members to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto). The presiding officer shall decide whether to allow meetings to be tape recorded.

3.8. A QUORUM AT DIRECTORS' MEETINGS shall consist of a majority of the Directors. The act of a majority at a meeting at which a quorum is present shall constitute the act of the Board. If at any meeting of the Board there be less than a majority present, the remaining Directors may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.9. 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.

3.10. DIRECTORS SHALL SERVE WITHOUT PAY, 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 Florida law and the Association documents shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by lot owners when specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the common expenses.

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

4.3. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the Common Properties and any personal property belonging to the Association.

4.4. THE RECONSTRUCTION OF COMMON PROPERTIES AFTER CASUALTY and the further improvement of the Common Properties.

4.5. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS.

4.6. TO ENFORCE by legal means the provisions of applicable laws and the Association documents.

4.7. TO CONTRACT FOR MANAGEMENT of the project.

4.8. TO PAY TAXES AND ASSESSMENTS which are liens against any part of the Common Properties and to assess the same against the lots subject to such liens.

4.9. TO CARRY INSURANCE for the protection of the lot owners and the Association against casualty and liabilities.

4.10. TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the Association and not billed to owners of individual lots.

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

4.12. TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to purchase, own, convey and encumber real and personal property.

4.13. THE DIRECTORS MAY, pursuant to F.S. 617.10(3), impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred

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Dollars ($100.00) for each violation, against lot owners for violations of the Association documents, including the Rules and Regulations, by owners or their guests or lessees. Fines shall be secured as assessments. No fine shall be imposed until the owner(s) has been given the opportunity to have a hearing before the Board. Each day of violation or continued violation shall be considered a separate violation under this paragraph.

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4.14. TO MAKE AND AMEND THE RULES AND REGULATIONS.

5. OFFICERS

5.1. THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice-President, a Secretary/Treasurer, and such other officers as may decided on by the Board, all of whom shall be elected annually by 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 (2) or more offices except that the President shall not also be the Secretary or Assistant Secretary. The President, Vice-President and Secretary/Treasurer shall be Board members; the others need not be.

5.2. THE PRESIDENT shall be 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. THE VICE PRESIDENT shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and 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. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members and shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall

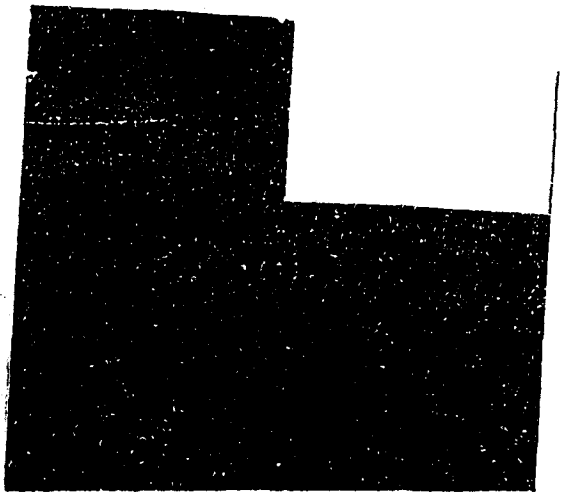
have custody of the seal of the Association and affix same to instruments requiring a seal when duly signed; shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

5.5. 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. THE COMPENSATION of all officers and 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 or preclude contracting with a Director for the management of the Association.

5.7. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed in connection with any proceedings to which such person may be a party, or in which such person may become involved by reason of being or having been a Director of the Association, or any settlement thereof, whether or not such person is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of their duties, or shall have breached their fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for

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payment of a voluntary settlement unless it is first approved by the Board of Directors.

6. MINUTES OF ALL MEETINGS OF LOT OWNERS and of the Board of Directors shall be kept in a businesslike manner and these, plus records of all receipts and expenditures, and all other records shall be available for inspection by lot owners and Board members at reasonable times upon such reasonable advance notice as may be decided by the Board.

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 Association. It will contain a reasonable allowance for contingencies and provide funds for any unpaid operating expense previously incurred.

7.2. A copy of the proposed annual budget shall be mailed to the lot owners not less than fourteen (14) days prior to the Directors meeting at which it will be adopted by the Directors. The Board shall specify in the notice of the meeting that it will be considering the budget. Provided, however, that if any adopted budget requires an assessment exceeding 115 percent of the previous year's assessment exclusive of reserves, capital expenditures and items that are non-recurring on an annual basis, the Board, upon written application of 20% of the owners, shall call a special owners meeting within 60 days, upon not less than 10 days written notice to each owner. At the special meeting, the lot owners shall consider and enact a budget by not less than a majority of a quorum. If the owners are unable to so agree on a budget, the budget adopted by the Board shall remain in effect.

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7.3. UNTIL TURNOVER, budgets shall be exempt from 7.2 above.

7.4. ASSESSMENTS - The shares of the lot owners of the common expenses shall be payable monthly or quarterly in advance and shall become due on the first day of each month or quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated operating expenses, the reserves, unless waived, and for all of the unpaid operating expense previously incurred.

7.5. SPECIAL ASSESSMENTS shall be made by the Board of Directors, and the time of payment shall likewise be determined by them. Provided that the Board shall specify it is considering a special assessment in the notice of the Board meeting at which the assessment will be considered.

7.6. ASSESSMENT ROLL - The assessments for common expenses, according to the budget, shall be set forth upon a roll of the lots which shall be available for inspection at all reasonable times by lot owners. Such roll shall indicate for each lot the name and address of the owner and the assessments paid and unpaid. The Board shall have the power to issue Certificates regarding assessments.

7.7. LIABILITY FOR ASSESSMENTS - A lot owner shall be liable for all assessments coming due while the owner of a lot, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance as provided in the Declaration of Covenants and Restrictions. Such liability may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the lot for which the assessments are made.

7.8. LIEN FOR ASSESSMENTS - The unpaid portion of an assessment

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which is due, together with interest thereon and reasonable attorney's fees for collection including any appeals, shall be secured by a lien upon:

7.8.1 THE LOT and all improvements when a notice claiming the lien has been recorded by the Association. The procedure shall be that set forth in Florida Statute 718.116. Such lien shall be subordinate to any prior recorded first mortgage on the lot.

7.8.2 ALL TANGIBLE PERSONAL PROPERTY located on the lot except that such lien shall be subordinate to prior liens and security interests of record.

7.9. COLLECTION, INTEREST, APPLICATION OF PAYMENTS - Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest lawful rate (currently eighteen percent per annum) for the date due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.10. COLLECTION BY SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments utilizing the procedures set forth in F.S. 718.116, 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 interest thereon at the highest lawful rate (now 18%) per annum and all costs incident to the collection and the proceedings, including reasonable attorney's fees at all trial and appellate levels. The Association must deliver or mail by certified mail to the lot owner at his last

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