known address a written notice of its intention to foreclose the lien thirty (30) days before commencing foreclosure.

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 assessments for all routine common expenses.

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 or New York Stock Exchange member companies with offices 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.

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

OR2154 PG3040

bonds shall be determined by the Directors. The premiums for such bonds on Association Officers and Directors shall be paid by the Association.

8. PARLIAMENTARY RULES - A uniformly applied parliamentary procedure shall serve as a general guideline 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 10% 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.

OR2154 PG3041

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 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, telegraph, faxsimile or other electronic communications.

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

PRESIDENT

OR2154 PG3042

CHARLIE GREEN LEE CTY FL
90 JUN -8 PM 3:41

24.00

SUPPLEMENT #14 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

FOUNTAIN LAKES

2899472

OR2171 PG2817

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 land described as the parent tract on Attached Exhibit "B" is by this supplement committed to the Protective Covenants as a land segment and is assigned 23 property units with a use classification of residential property.

DONE this 6th day of August, 1990.

KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation

WITNESSES:

Michelle M. Magan

Victoria J. Pine

By Dan Engelsha
DAN ENGELSHA, Executive Vice-President

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

Michelle M. Magan

Victoria J. Pine

By: Dan Engelsha
DAN ENGELSHA, 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 6th day of August, 1990.

Mary L. Daugherman
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 30, 1992

OR2171 PG2818

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.

WITNESS my hand and official seal this 6th day of August, 1990.

Mary L. Daugherman
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 30, 1992

CONSENT TO SUPPLEMENT #14 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 20th day of August, 1990.

ORB 1771 Pg 2819

WITNESSES:

Mary J. DeBeer

Carmen M. Hawver

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 20th day of August, 1990, by ROY R. AKINS, Executive Vice President of FIRST FLORIDA BANK, N.A., LEE COUNTY, on behalf of said banking association.

Carmen M. Hawver
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

JULY 16, 1990
JOB NUMBER 8476-R

EXHIBIT "B"
SUNGATE VILLAS AT FOUNTAIN LAKES,
A CONDOMINIUM, A PHASE CONDOMINIUM

PARENT TRACT

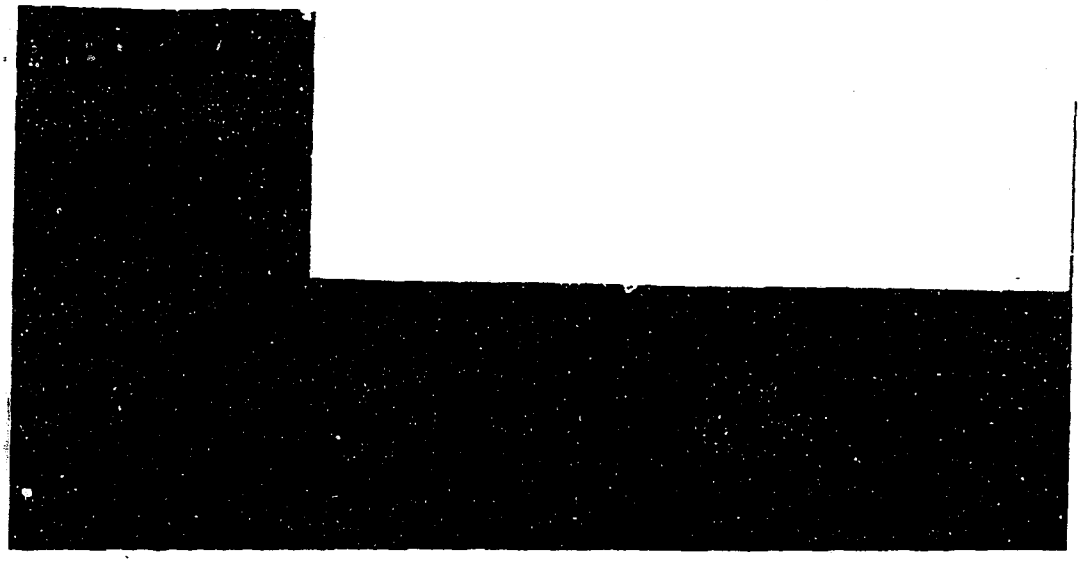
DESCRIPTION

TRACT OR PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA WHICH IS DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 383.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.06°41'21"E. FOR 765.46 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGES 175 THROUGH 191, LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING;

THENCE CONTINUE S.06°41'21"E. FOR 511.77 FEET; THENCE S.62°55'08"W. FOR 244.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE 25°11'38" FOR 92.34 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR IT ELEMENTS A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 08°18'30" FOR 217.66 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 40°38'12"FOR 95.75 FEET; THENCE N.03°10'11"W. FOR 140.29 FEET TO AN INTERSECTION WITH AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF SAID 60 FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AND A RADIAL INTERSECTION WITH THE ARC OF CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING CALLS; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 390.00 FEET, AND A CENTRAL ANGLE OF 70°30'57"FOR 479.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 370.00 FEET AND A CENTRAL ANGLE OF 50°34'50" FOR 326.63 FEET TO THE POINT OF BEGINNING.

OR2171 PG2920



PARENT TRACT

CONTAINING 4.45 ACRES MORE OR LESS.

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

BEARINGS ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHWESTERLY QUARTER OF SAID SECTION 4 BEING S.88°25'47"W. AS RECORDED IN SAID O.R. BOOK 1976, PAGE 173.

INK ENGINEERING, INC.

Nick Poulos 9/7/90

NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

OR2171 PG2821

90 AUG 28 PM 3:48

CHARLIE GREEN CLK CIR FL

19.50

2963035

SUPPLEMENT #15 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

FOUNTAIN LAKES

OR2197 PG1189

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 pursuant to the authority reserved in Article IX, Section J.1 and Condition #7 of Supplement #9 in O. R. Book 2068, Page 175, Public Records of Lee County, Florida, hereby amends said Declaration in the following respect:

PRIVATE WATER WELLS PROHIBITED

Commencing January 1, 1991, the drilling and use of new private water wells on the Fountain Lakes Total Property by any person other the Declarant or an entity designated by the Declarant succeed the Declarant is prohibited; provided, however, that Declarant grants to Osborne Properties the right to drill wells as they deem necessary to be used for Fountain Lakes Irrigation Corporation with approval of the Declarant or its assigness. Approval will not be unreasonably withheld.

Declarant deems this action to be in the best interests of Fountain Lakes as a whole, to protect the aquifers underlying Fountain Lakes from depletion through overuse.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: M. T. ROBINSON, D.C.

THIS INSTRUMENT PREPARED BY:
RICHARD D. [illegible]
ATTORNEY AT LAW
P. O. BOX [illegible]
FORT MYERS, FLORIDA 33902

DONE this 21st day of December, 1990.

KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation

WITNESSES:

Michelle M. Morgan

Victoria J. Pluer

By: Dan Engelsma
DAN ENGELSMA, Executive Vice President

FOUNTAIN LAKES COMMUNITY COMMUNITY ASSOCIATION, INC.

Michelle M. Morgan

Victoria J. Pluer

By: Dan Engelsma
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 21st day of December, 1990.

Mary E. Baughman
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 30, 1992

MARY E. BOUGHMAN
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 30, 1992

ORZ197 PG1190

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.

WITNESS my hand and official seal this 21st day of December, 1990.

Mary E. Dougherty
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 30, 1992

MARY E. DOUGHERTY
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 30, 1992

OR2197 PG1191

CONSENT TO SUPPLEMENT #15 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

OR2197 PG1192

The undersigned, FIRST FLORIDA BANK, N.A., LEE COUNTY, hereby gives its consent to the recordation of the foregoing Supplement #15 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 18th day of December, 1990.

WITNESSES:

Victoria Mateo

Glenda M. Baker

FIRST FLORIDA BANK, N.A., LEE COUNTY

By: _____
ROY R. AKINS,
Regional Executive Vice President

CHARLIE GREEN LEE CTY FL
91 JAN 11 PM 3:57

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of December, 1990, by ROY R. AKINS, Regional Executive Vice President of FIRST FLORIDA BANK, N.A., LEE COUNTY, on behalf of said banking association.

Carmen M. Hamilton
NOTARY PUBLIC

MY COMMISSION EXPIRES:
Notary Public, State of Florida
My Commission Expires June 11, 1994
Bonded Thru Troy Fain - Insurance Inc.

51.00

SUPPLEMENT #10 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

FOUNTAIN LAKES 2974931

RECORDED 1991

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:

EASEMENTS - NON-POTABLE IRRIGATION WATER SYSTEM

Pursuant to the authority reserved to the Declarant in Article IV, Paragraphs A. and G., the Declarant hereby grants to OSBORNE PROPERTIES, a Minnesota Limited Partnership, authorized to do business in the State of Florida and its approved successors and assigns (the irrigation utility), a perpetual non-exclusive easement under, upon and across the Parcels described and depicted on attached composite Exhibits "A", "B" and "C" being drawings 8476PUMP, 8476PUA, 8476PUB and 8476PUC and descriptions A, B and C prepared by Ink Engineering, Inc., dated 12/17/90 for the purposes of constructing, operating, maintaining, improving and repairing a community-wide non-potable irrigation water system and specifically for irrigation wells and pumps, including rights of ingress, egress and access for persons and equipment necessary for such purposes for the use and benefit of all persons in Fountain Lakes. Declarant has made the determination that the same shall be in the best interests of and proper for, Fountain Lakes, subject, however, to the following condition: Any assignee of these easements

THIS INSTRUMENT PREPARED BY:
RICHARD D. INK
ATTORNEY AT LAW
P. O. BOX 1369
FORT MYERS, FLORIDA 33902

[redacted]

from the named irrigation utility must have the prior approval in recordable form of the Declarant or an entity designated by the Declarant to succeed the Declarant.

DONE this 8th day of January, 1991.

KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation

WITNESSES:

By: _____
DAN ENGELSMA, Executive Vice President

FOUNTAIN LAKES COMMUNITY 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.

WITNESS my hand and official seal this 8th day of January, 1991.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 30 1994

MARY E. DOUMAN
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 30, 1994

[redacted]

BK22202 PG0152

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.

WITNESS my hand and official seal this 4th day of January, 1991.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 30, 1992

MARY E. DOUMAN
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 30, 1992

OR2202 PG0153

CONSENT TO SUPPLEMENT #16 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 #16 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 February, 1991.

WITNESSES:

Carmen M. Harris

Betty Gagadon

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 February, 1991 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 11, 1991

OR2202 PG0154

(NOT A SURVEY)
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

EK ENGINEERING, INC.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD

SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

SEE SHEET 2 OF 2 FOR SKETCH

PREPARED BY AND RETURN TO:
JOHN E. MANLEY, ESQUIRE
1833 HENDRY STREET
FORT MYERS, FL 33901

INSTR # 2202190135

INK ENGINEERING INC.
ENGINEERS • SURVEYORS • PLANNERS
8320 BEAU DRIVE
(813) 998 8800
NORTH FORT MYERS, FLORIDA 33903
FAX (813) 997 3407

DECEMBER 17, 1990
JOB NUMBER 8476

WELL EASEMENT "A"
(FOUNTAIN LAKES)

DESCRIPTION

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

COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 13, TRACT "H" OF FOUNTAIN LAKES, A SUBDIVISION AS RECORDED IN PLAT BOOK 43 AT PAGES 29 AND 30 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE EASTERLY FOR 40.00 FEET ALONG THE NORTHERLY RIGHT OF WAY (30.00 FEET FROM CENTERLINE) OF AN INGRESS-EGRESS & UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1976, AT PAGES 175 THROUGH 181 (A.K.A. FOUNTAIN LAKES BOULEVARD) OF SAID PUBLIC RECORDS AND ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, (RADIUS 410.00 FEET, CENTRAL ANGLE 05°35'29", CHORD 39.99 FEET, CHORD BEARING N.85°30'15"E.) TO A POINT ON A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, (RADIUS 75.00 FEET, CENTRAL ANGLE 96°24'19", CHORD 111.83 FEET, CHORD BEARING N.48°46'50"E.); THENCE NORTHERLY AND NORTHEASTERLY FOR 126.19 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT, (RADIUS 145.00 FEET, CENTRAL ANGLE 05°14'47"); THENCE EASTERLY FOR 13.28 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING; THENCE N.14°31'10"W. FOR 21.00 FEET; THENCE N.75°28'50"E. FOR 10.00 FEET; THENCE S.14°31'10"E. FOR 47.46 FEET; THENCE S.75°28'50"W. FOR 10.00 FEET; THENCE N.14°31'10"W. FOR 26.36 FEET TO THE POINT OF BEGINNING.

THE BEARINGS MENTIONED HEREIN ARE BASED ON THE PLAT OF TRACT "H" OF FOUNTAIN LAKES, A SUBDIVISON AS RECORDED IN PLAT BOOK 43 AT PAGES 29 AND 30 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THE NORTHERLY LINE OF LOT 13 BEING N.70°16'09"E.

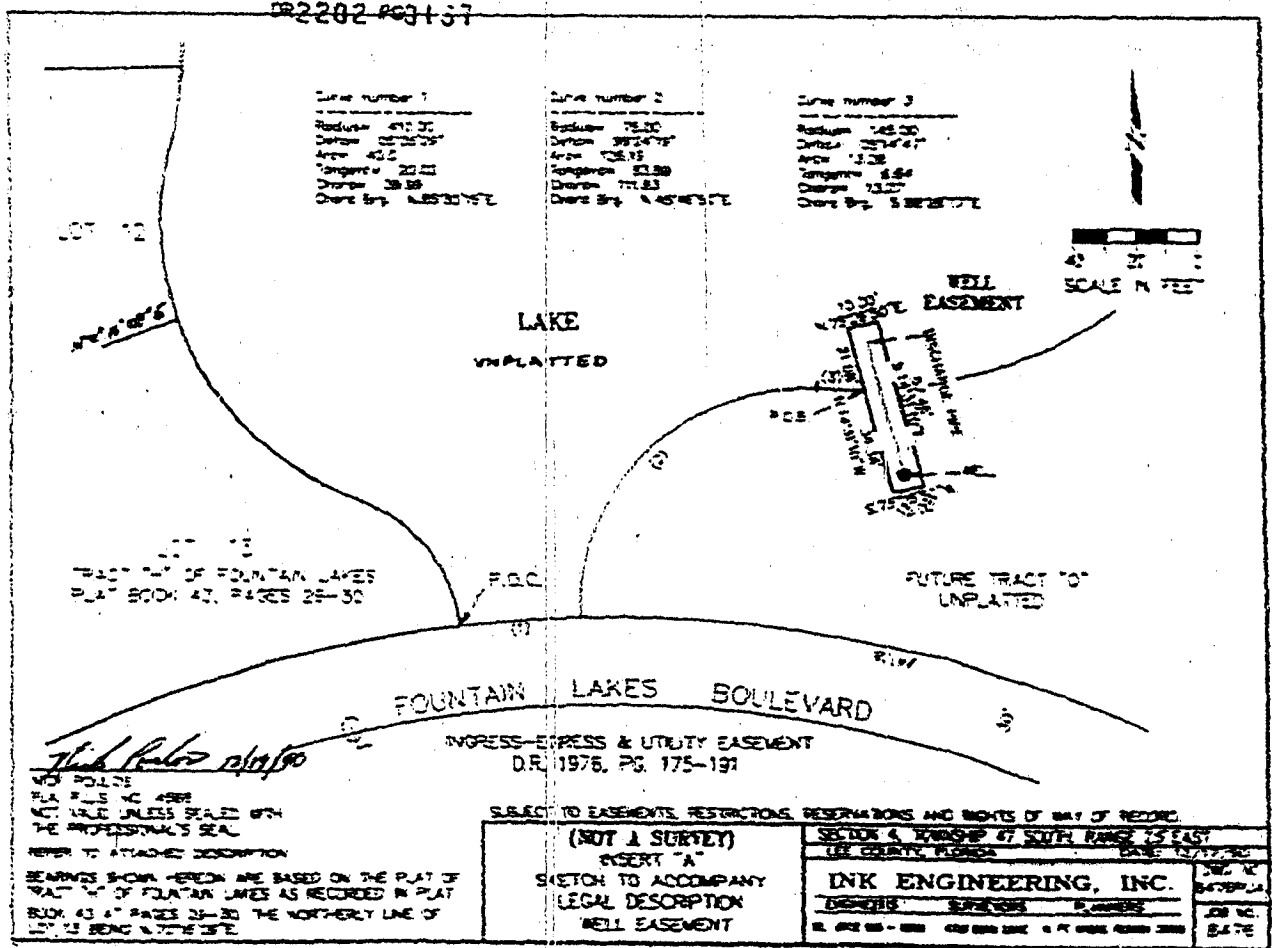
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

REFER TO ATTACHED SKETCH
NOT VALID UNLESS SEALED WITH PROFESSIONAL'S SEAL.

NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 4568

OR2202 PG1156

DR2282 PG0157



NOT POLICE
FULL PAGE NO. 4988
NOT VALID UNLESS SEALED WITH
THE PROFESSIONAL'S SEAL

REFER TO ATTACHED DESCRIPTION

BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF "FAL" OF FOUNTAIN LAKES AS RECORDED IN PLAT BOOK 43 AT PAGES 25-30 THE NORTHERLY LINE OF LOT 12 BEING N 77°E ±

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

(NOT A SURVEY)
EXHIBIT "A"
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
WELL EASEMENT

SECTION 4, TOWNSHIP 47 SOUTH, RANGE 42 EAST
LEE COUNTY, FLORIDA

INK ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS

JOB NO.
DATE

INK ENGINEERING INC.
ENGINEERS • SURVEYORS • PLANNERS
6320 BEAU DRIVE
(813) 995 8500
NORTH FORT MYERS, FLORIDA 33903
FAX (813) 997 3407

DECEMBER 17, 1990
JOB NUMBER 8476

IRRIGATION PUMP EASEMENT "A"
(FOUNTAIN LAKES)

DESCRIPTION

A TRACT OR PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 1, TRACT "H" OF FOUNTAIN LAKES, A SUBDIVISION AS RECORDED IN PLAT BOOK 43 AT PAGES 29 AND 30 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTHERLY FOR 9.23 FEET ALONG THE EASTERLY LINE OF SAID LOT 1 AND THE ARC OF CURVE TO THE LEFT, CONCAVE EASTERLY, (RADIUS 70.28 FEET, CENTRAL ANGLE 07°31'30", CHORD 9.22 FEET, CHORD BEARING S.03°53'42"E.) TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING; THENCE N.79°17'51"E. FOR 34.00 FEET; THENCE S.10°42'09"E. FOR 16.00 FEET; THENCE S.79°17'51"W. FOR 34.64 FEET TO A POINT ON A CURVE TO THE RIGHT, CONCAVE EASTERLY; THENCE NORTHERLY FOR 16.10 FEET ALONG THE AFOREMENTIONED EASTERLY LINE OF LOT 1 AND THE ARC OF SAID CURVE (RADIUS 70.28 FEET, CENTRAL ANGLE 14°45'30", CHORD 16.06 FEET, CHORD BEARING N.15°02'12"W.) TO THE POINT OF BEGINNING.

THE BEARINGS MENTIONED HEREIN ARE BASED ON THE PLAT OF TRACT "H" OF FOUNTAIN LAKES, A SUBDIVISION AS RECORDED IN PLAT BOOK 43 AT PAGES 29 AND 30 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THE CENTERLINE OF FOUNTAIN LAKES BOULEVARD BEING S.00°07'56"E.

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

REFER TO ATTACHED SKETCH
NOT VALID UNLESS SEALED WITH PROFESSIONAL'S SEAL.

NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 4568

RE2202 PG0158

#22202-80159

FOUNTAIN LAKES BOULEVARD
LOT 23
LOT 2
LOT 3
LAKE
IRRIGATION PUMP EASEMENT
SCALE IN FEET

INK ENGINEERING INC.
ENGINEERS • SURVEYORS • PLANNERS
6320 BEAU DRIVE
(813) 995 8900
NORTH FORT MYERS, FLORIDA 33903
FAX (813) 997-3407

DECEMBER 17, 1990
JOB NUMBER 8474

IRRIGATION PUMP EASEMENT "C"
(FOUNTAIN LAKES)

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN LOT 10, BLOCK 2, TRACT "K" OF FOUNTAIN LAKES, A SUBDIVISION AS RECORDED IN PLAT BOOK 43 AT PAGES 31 THROUGH 34 OF THE PUBLIC RECORDS OF LEE COUNTY, AND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 10, ; THENCE NORTHWESTERLY FOR 6.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 10 AND THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, (RADIUS 445.00 FEET, CENTRAL ANGLE 00°46'22", CHORD 6.00 FEET, CHORD BEARING N.65°14'35"W.); THENCE N.25°08'36"E. FOR 22.54 FEET ALONG THE NORTHWESTERLY LINE OF A 6.0 FEET WIDE PUBLIC UTILITY EASEMENT AS STATED ON PLAT OF SAID TRACT "K"; THENCE S.64°51'24"E. FOR 20.00 FEET; THENCE S.25°08'36"W. FOR 22.65 FEET TO A POINT ON A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, (RADIUS 445.00 FEET, CENTRAL ANGLE 01°48'09", CHORD 14.00 FEET, CHORD BEARING N.63°57'19"W.); THENCE NORTHWESTERLY FOR 14.00 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.

THE BEARINGS MENTIONED HEREIN ARE BASED ON THE PLAT OF TRACT "K" OF FOUNTAIN LAKES, A SUBDIVISON AS RECORDED IN PLAT BOOK 43 AT PAGES 31 THROUGH 34 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THE NORTHWESTERLY LINE OF LOT 10 BLOCK 2, BEING S.36°06'57"E.

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

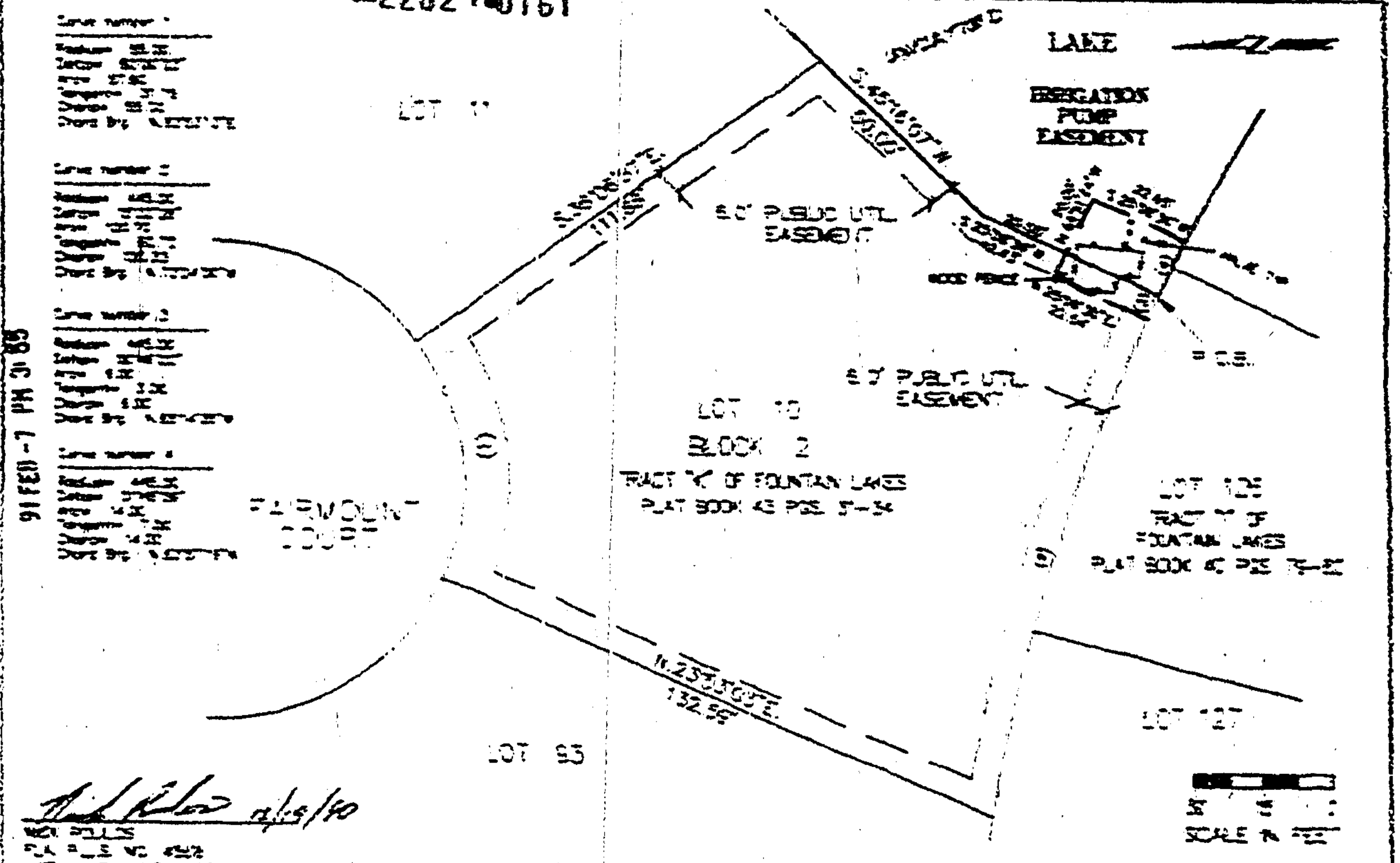
REFER TO ATTACHED SKETCH
NOT VALID UNLESS SEALED WITH PROFESSIONAL'S SEAL.

NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 4648

0910 PG 2022

91 FEB -7 PM 3:85

2202 PG0161



(NOT A SURVEY)
INSERT "C"
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
IRRIGATION PUMP EASEMENT

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

LEE COUNTY, FLORIDA

INK ENGINEERING, INC.

REFER TO ATTACHED DESCRIPTION

BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF TRACT "K" OF FOUNTAIN LAKES AS RECORDED IN PLAT BOOK 43 AT PAGES 31-34. THE NORTHWESTERLY LINE OF LOT 10 BEING

NOT VALID UNLESS SEALED WITH THE PROFESSIONAL'S SEAL



19.50

2992538

OR2208 PG3701

AMENDMENT TO SUPPLEMENT #2 TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
FOUNTAIN LAKES

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

In Supplement #2 to the Declaration of Protective Covenants and Restrictions for Fountain Lakes, recorded on February 9, 1988, in Official Record Book 1969 at Page 1224, Public Records of Lee County, Florida, the land constituting Phase 4 of The Villas of Fountain Lakes Condominium was committed to the Protective Covenants as a land segment and was assigned 3 property units with a use classification of residential property. The Villas of Fountain Lakes Condominium is now completed and turned over to the owners. Therefore, Supplement #2 is hereby amended to commit all ten phases of the condominium property to the Protective Covenants as a land segment and are assigned 49 property units with a use classification of residential property and all of said property is granted a perpetual non-exclusive easement for ingress, egress and utilities per Exhibit "B" of said Supplement #2.

AT. LAW
FORT MYERS, FLORIDA 33902

DONE this 8th day of March, 1991.

KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation

WITNESSES:

Victoria J. Pence

Dawn L. Parrell

By: Dan Engelsma
DAN ENGELSMA, Executive Vice President

Victoria J. Pence

Dawn L. Parrell

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By: Dan Engelsma
DAN ENGELSMA, President

OR2208 PG3702

STATE OF MINNESOTA

COUNTY OF HENNEPIN

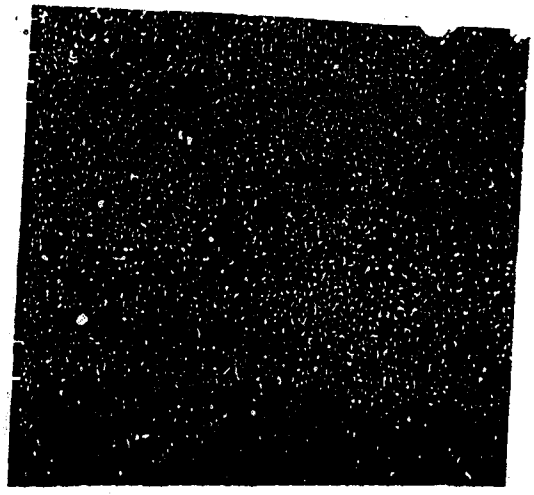
BEFORE ME, the undersigned authority, personally appeared DAN ENGELSMA, the Executive Vice-President of KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and official seal this 8th day of March, 1991.

Mary L. Daugherman
NOTARY PUBLIC

MY COMMISSION EXPIRES: April 30, 1992

MARY E. DOUGHERTY
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 30, 1992



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.

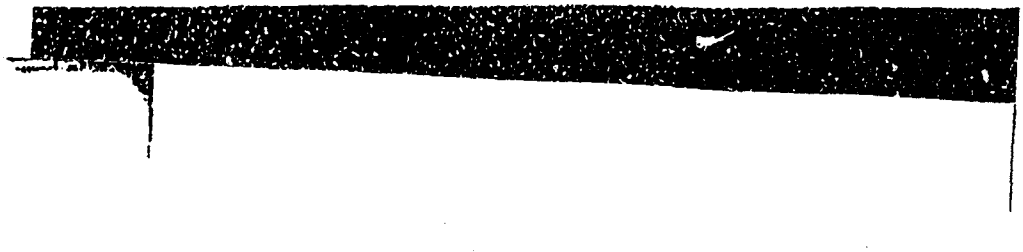
WITNESS my hand and official seal this 8th day of March, 1991.

Mary L. Langlois
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 30, 1992

OR2208 PG3703



CONSENT TO AMENDMENT OF SUPPLEMENT #2 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 Amendment to Supplement #2 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 1st day of March, 1991.

WITNESSES:

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 1st day of March, 1991 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 EXP. MAY 25,1994
BONDED THRU GENERAL INS. UND.

OR2208 PG3704

CHARLIE GREEN CLERK
91 MAR 15 PM 4:26

15.9

AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS,

RESTRICTIONS AND RESERVATIONS

2998375

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

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

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

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

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

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

END OF AMENDMENT.

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

KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation

WITNESSES:

Sharon D. Marsh

Bonnie Palmer

By: Dan Engelsma

DAN ENGELSMA, Executive Vice President

THIS INSTRUMENT PREPARED BY:
RICHARD D. DIGEST
ATTORNEY AT LAW
P. O. BOX 1390
FORT MYERS, FLORIDA 33902

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY P.D.C. BATTLE, D.C.

OR2211 PG0493

STATE OF FLORIDA

COUNTY OF LEE

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 15th day of March, 1991.

Connie Traub
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public
State of Florida at Large
My Commission Expires
September 2, 1992

OR2211 PG0494

CHARLIE GREENLEE CITY FL

91 MAR 27 PM 4:06

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

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

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

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

ADDED WORDING IS INDICATED BY HIGHLIGHTING.

OR2211 PG0495

3282134

OR2335 PG2554

AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

COMES NOW, KRAUS-ANDERSON, INCORPORATED, a Minnesota Corporation, as Grantor and pursuant to the authority reserved Grantor, hereby amends Paragraph 13 B. of the following Declarations of Covenants, Conditions, Restrictions and Reservations and Paragraph 4.13 of the By-laws of the respective Neighborhood Associations in the form attached hereto:

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

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

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

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

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

END OF AMENDMENT.

THIS AMENDMENT made and entered this 14th day of October, 1992.

KRAUS-ANDERSON INCORPORATED, a Minnesota Corporation

WITNESSES:

(Sign) _____

(Print) Mary J. Walter

(Sign) Laurie J Anhorn

(Print) Laurie J Anhorn

By: _____
DAN ENGELSMA, Executive Vice President

THIS INSTRUMENT PREPARED BY
RICHARD D. DEMAREST
ATTORNEY AT LAW
[redacted]

[redacted]

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 14th day of October, 1992, by DAN ENGELSMA, as Executive Vice President of KRAUS-ANDERSON INCORPORATED, a Minnesota corporation, on behalf of said corporation. He is personally known to me.

NOTARY PUBLIC:

(Sign) Lu Ella R. Eggenberger

(Print) Lu Ella R. Eggenberger

(SEAL)

My Commission Expires: 8-6-96

LUELLA R. EGGENBERGER
NOTARY PUBLIC - MINNESOTA
DAKOTA COUNTY
My Commission Expires Aug. 6, 1996

OR2335 PG2555

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

B. No commercial vendor 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. This change constitutes only a clarification of the existing rule.

ADDED WORDING IS INDICATED BY HIGHLIGHTING.

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.

DELETED WORDING IS ~~STRICKEN THROUGH~~.

OR2335 PG2556

CHARLIE [illegible] 92 OCT 21 PM 4:27

28.50

3432874

OR2412 PG0641

SUPPLEMENT #17 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FOUNTAIN LAKES

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

Declarant, pursuant to Article III A.2.(d), found on Page 11 of the Declaration, providing that if Declarant deems such action appropriate for the best interests of Fountain Lakes, which Declarant does so deem, Declarant can alter the boundaries of corporate common areas and Declarant therefore hereby alters the boundaries of the Clubhouse parcel and the Golfcourse parcel set forth on Pages 2 and 3 of Exhibit "B", as recorded, respectively, in O. R. Book 1938 at Pages 4659 and 4660 by the substitution for those legal descriptions of the legal descriptions and sketches to accompany legal descriptions attached hereto as composite Exhibit "A".

Previously uncommitted property contained within the substituted legal descriptions is by this Supplement committed as corporate common area with a use classification of recreation and drainage and the property which was formerly corporate common area with a use classification of recreation and drainage by

INSTRUMENT PREPARED BY:

virtue of the original legal descriptions is hereby excluded from corporate common area but shall remain as committed property without a specific use classification until a revised classification is attached to such excluded property by a future Supplement.

DONE this 29th day of July, 1993.

WITNESSES:

(Sign) _____

(Print) Thomas J. Wratkowski

(Sign) _____

(Print) Theresa Hart

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By _____
DAN ENGLESMA

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

STATE OF MINNESOTA

COUNTY OF HENEPIN

The foregoing instrument was acknowledged before me this 29th day of July, 1993, by DAN ENGLESMA, as Executive Vice President of KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did (did not) take an oath.

NOTARY PUBLIC:

(Sign) _____

(Print) Mary E. Doughman

My Commission Expires April 30, 1998

MARY E. DOUGHMAN
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 30, 1998

OR2412 PG0642

INK ENGINEERING INC.
ENGINEERS • SURVEYORS • PLANNERS
6320 BEAU DRIVE
(813) 995-8500
NORTH FORT MYERS, FLORIDA 33903
FAX (813) 997-3407

COMPOSITE EXHIBIT "A"

JANUARY 29, 1991
JOB NUMBER 8476-C

CLUBHOUSE PARCEL

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 SOUTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE SOUTH LINE OF SAID NORTHWEST ONE QUARTER FOR 745.12 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 860.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 45 (U.S. 41); THENCE S.6°41'21"E. FOR 383.63 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 18°13'04" FOR 114.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 22°05'19" FOR 138.79 FEET; THENCE S.43°00'16"W. FOR 328.01 FEET; THENCE S.83°18'39"W. FOR 234.20 FEET; THENCE N.6°41'21"W. FOR 437.51 FEET; THENCE N.83°18'39"E. FOR 160.00 FEET; THENCE N.6°41'21"W. FOR 20.00 FEET; THENCE N.83°18'39"E. FOR 120.00 FEET; THENCE S.6°41'21"E. FOR 125.00 FEET; THENCE N.83°18'39"E. FOR 136.92 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE LYING AND BEING IN LEE COUNTY, FLORIDA.

CONTAINING 3.71 ACRES MORE OR LESS.

THE BEARINGS MENTIONED HEREIN ARE BASED ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEARING S.88°25'47"W.

REFER TO 8 1/2" X 11" SKETCH.

INK ENGINEERING INC.

7/22/93

NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

OR2412 PG0643

OR2412 PG0644

INK ENGINEERING INC.
ENGINEERS • SURVEYORS • PLANNERS
6320 BEAU DR. • N. FT. MYERS, FL 33903 • (813) 995-8500 • FAX (813) 997-3407

JANUARY 29,1991
JOB NUMBER 8476-C

GOLF COURSE PARCEL
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 SOUTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE SOUTH LINE OF SAID NORTHWEST ONE QUARTER FOR 745.12 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 860.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 45 (U.S. 41); THENCE S.6°41'21"E. ALONG SAID PARALLEL LINE FOR 65.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S.6°41'21"E. ALONG SAID PARALLEL LINE FOR 318.25 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 18°13'04" FOR 114.47 FEET; THENCE S.83°18'39"W. FOR 136.92 FEET; THENCE N.6°41'21"W. FOR 125.00 FEET; THENCE S.83°18'39"W. FOR 120.00 FEET; THENCE S.6°41'21"W. FOR 20.00 FEET; THENCE S.83°18'39"W. FOR 160.00 FEET; THENCE N.6°41'21"W. FOR 150.00 FEET; THENCE N.50°44'28"W. FOR 449.08 FEET; THENCE N.37°56'13"E. FOR 282.64 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 39°58'02" FOR 104.63 FEET; THENCE N.86°35'47"E. FOR 258.85 FEET TO A RADIAL INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 4010.79 FEET AND A CENTRAL ANGLE OF 3°17'08" FOR 229.99 FEET TO THE POINT OF TANGENCY; THENCE S.6°41'21"E. FOR 193.00 FEET; THENCE N.84°15'39"E. FOR 218.03 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE AND BEING IN LEE COUNTY, FLORIDA,
CONTAINING 7.37 ACRES MORE OR LESS.

THE BEARINGS MENTIONED HEREIN ARE BASED ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEARING S.88°25'47"W.

REFER TO 8 1/2" X 11" SKETCH.
INK ENGINEERING INC.

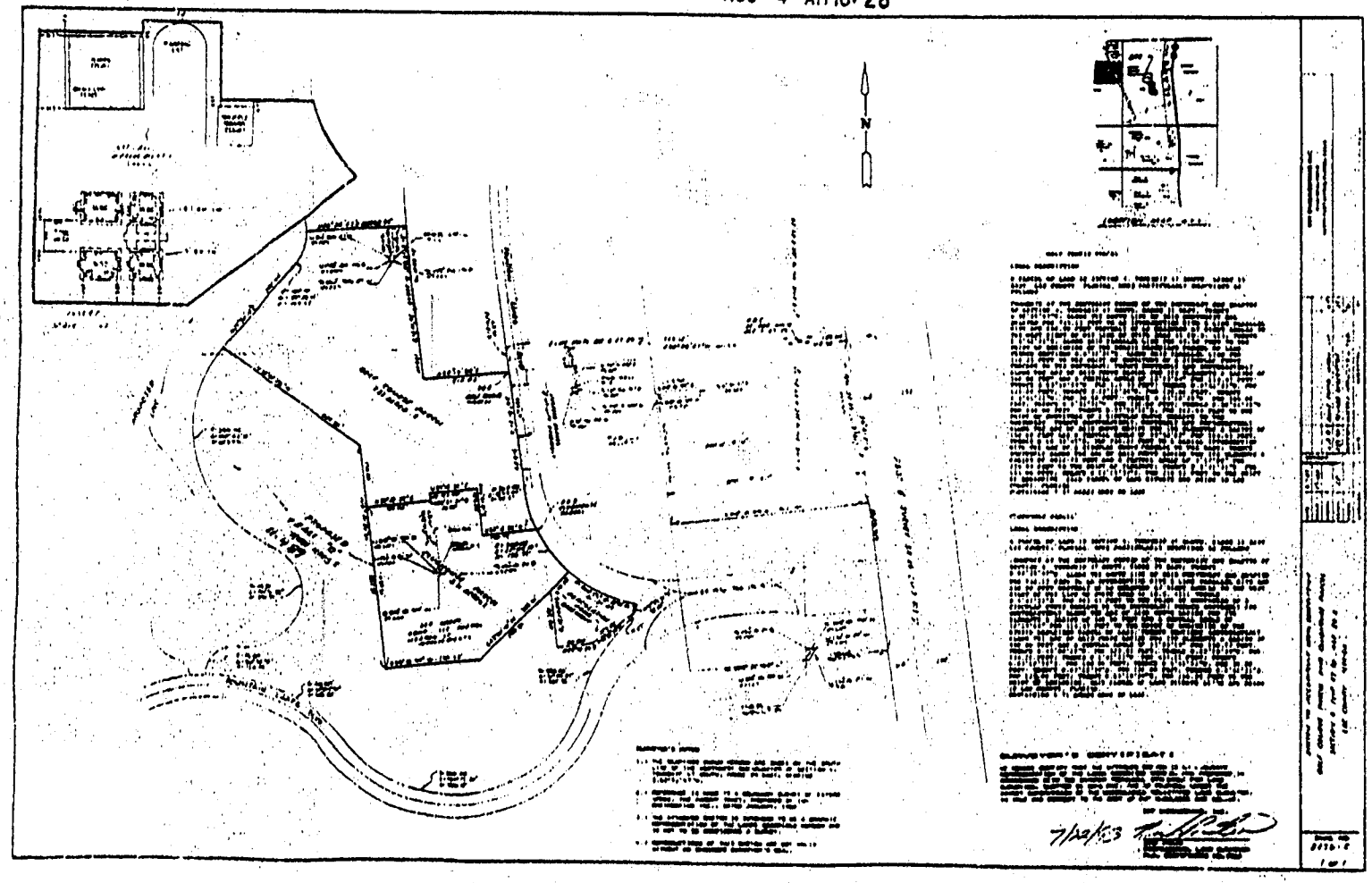
1/29/91
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR

OR2412 PG0645

OR2412 PG0646

CHARLIE GREEN LEE CTY, FL

93 AUG -4 AM 10:28



3459029

SUPPLEMENT #18 TO DECLARATION OF PROTECTIVE COVENANTS

AND RESTRICTIONS

FOR

FOUNTAIN LAKES

OR2426 PG1727

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

The Forest Ridge Tract described on Attached Exhibit "A" is by this supplement committed to the Protective Covenants as a land segment and is assigned 136 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 1st day of September, 1993.

WITNESSES:

(Sign) _____

(Print) Gordon Sudin

(Sign) _____

(Print) _____

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By _____
DAN ENGLESMA

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

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

RECORDED VERIFIED - CHARLIE GREEN, CLERK
BY D.C.

(Sign) _____

(Print) G. Sundin

(Sign) _____

(Print) Colleen Felong

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By _____
DAN ENGLESMA

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

OR2426 PG1728

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1st day of September, 1993, by DAN ENGLESMA, as Executive Vice President of KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did (did not) take an oath.

NOTARY PUBLIC:

Sign _____

Print Sandra M. Marsh

STATE OF FLORIDA AT LARGE (SEAL)

COMMISSION # _____

My Commission Expires _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1st day of September, 1993, by DAN ENGLESMA, as President of FOUNTAIN LAKES COMMUNITY ASSOCIATION, a Florida non-profit corporation, on behalf of said corporation. He is personally known to me and did (did not) take an oath.

NOTARY PUBLIC:

Sign _____

Print Sandra M. Marsh

STATE OF FLORIDA AT LARGE (SEAL)

COMMISSION # _____

My Commission Expires _____

COMPOSIT EXHIBIT "A"

INK ENGINEERING INC.
ENGINEERS • SURVEYORS • PLANNERS
6320 BEAU DR • N. FT. MYERS, FL 33903 • (813) 995 5500 • FAX (813) 997 3497

JOB NUMBER 8476MN
SEPTEMBER 15, 1993

OR 2426 PG 1729

DESCRIPTION FOREST RIDGE SECTION OF FOUNTAIN LAKES
(TRACT "MN" OF FOUNTAIN LAKES)

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

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°33'12"W. ALONG THE NORTH LINE OF SAID NORTHWEST ONE QUARTER OF SAID SECTION 4, AND THE CENTERLINE OF WILLIAMS ROAD AS RECORDED IN COUNTY COMMISSION MEETINGS BOOK 5 AT PAGE 42, LEE COUNTY, FLORIDA FOR 237.20 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.04°51'17"W. FOR 293.68 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.04°51'17"W. FOR 682.17 FEET ALONG SAID PARALLEL LINE; THENCE WESTERLY, AND SOUTHWESTERLY ALONG THE NORTHERLY AND NORTHWESTERLY LINES OF TRACT "O" OF FOUNTAIN LAKES FOR THE FOLLOWING CALLS; THENCE N.85°08'43"W. FOR 118.16 FEET TO A NON RADIAL INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AT A POINT BEARING S.46°54'32"E. FROM THE RADIUS POINT OF SAID CURVE; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 45°22'03" FOR 281.09 FEET TO THE POINT OF TANGENCY; THENCE S.88°27'31"W. FOR 91.22 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 83°36'14" FOR 525.30 FEET TO THE POINT OF TANGENCY; THENCE S.04°51'17"W. FOR 144.00 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF A 60 FOOT WIDE INGRESS - EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976 AT PAGES 175 THROUGH 191, LEE COUNTY, FLORIDA; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY FOR THE FOLLOWING CALLS; THENCE N. 85°08'43"W. FOR 47.45 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 320.00 FEET AND A CENTRAL ANGLE OF 97°05'42" FOR 542.28 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 71°53'59" FOR 690.19 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 87°37'14" FOR 51.08 FEET TO THE POINT OF TANGENCY; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF

(CONTINUED)

OR2426 PG1730

WAY OF A 60 FOOT WIDE INGRESS - EGRESS AND UTILITY EASEMENT (A.K.A. WEST TREE DRIVE) AS RECORDED IN AFOREMENTIONED OFFICIAL RECORD BOOK 1976 AT PAGES 175 THROUGH 191 FOR THE FOLLOWING CALLS; THENCE N.23°40'15"E FOR 84.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 25°07'03" FOR 56.99 FEET TO THE POINT OF TANGENCY; THENCE N.01°26'48"W. FOR 291.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00 FOR 54.98 FEET TO THE POINT OF TANGENCY; THENCE N.88°33'12"E. FOR 1059.18 FEET ALONG THE SOUTHERLY RIGHT OF WAY (30.00 FEET FROM CENTERLINE) OF THE AFOREMENTIONED WILLIAMS ROAD; THENCE S.08°51'24"E. FOR 147.82 FEET; THENCE S.60°08'43"E. FOR 185.00 FEET; THENCE S.85°08'39"E. FOR 175.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

CONTAINING 33.23 ACRES MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS OF WAY OF RECORD.

REFER TO 8 1/2" X 11" SKETCH.

INK ENGINEERING INC.

NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

WK ENGINEERING INC.
6320 BEAU DRIVE
NORTH FT. MYERS, FLORIDA
(813) 995-6500

FOREST RIDGE SECTION OF FOUNTAIN LAKES
(TRACT "MN" OF FOUNTAIN LAKES.)

SECTION 04, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

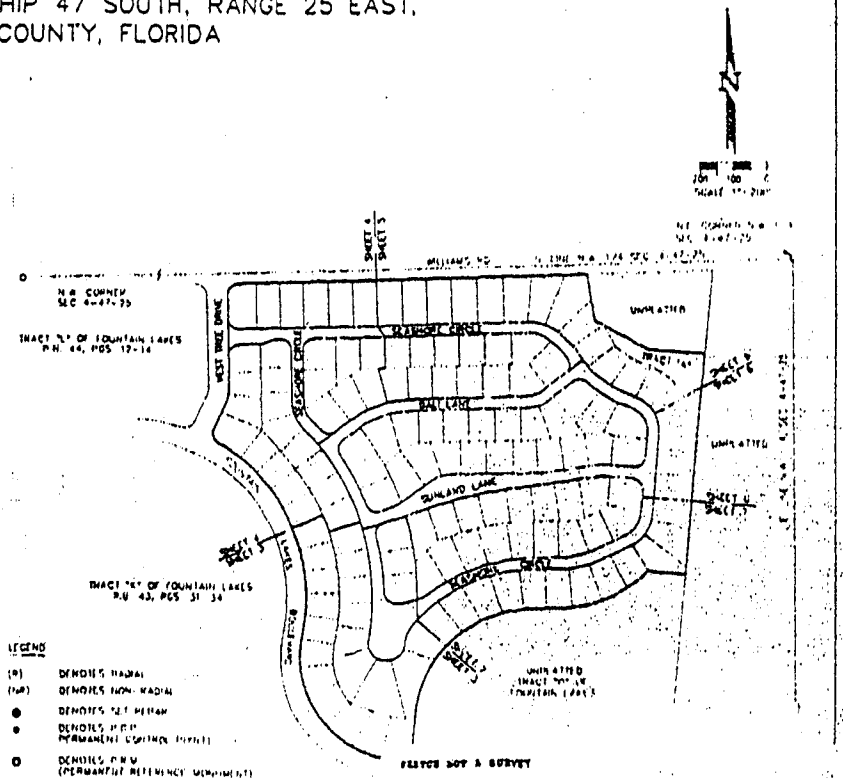
LEGAL DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°33'12"W. ALONG THE NORTH LINE OF SAID NORTHWEST ONE QUARTER OF SAID SECTION 4, AND THE CENTERLINE OF WILLIAMS ROAD AS RECORDED IN COUNTY COMMISSION MEETINGS BOOK 8 AT PAGE 42, LEE COUNTY, FLORIDA FOR 337.29 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.04°51'17"W. FOR 283.68 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.04°51'17"W. FOR 682.17 FEET ALONG SAID PARALLEL LINE; THENCE WESTERLY, AND SOUTHWESTERLY ALONG THE NORTHERLY AND NORTHWESTERLY LINES OF TRACT "O" OF FOUNTAIN LAKES FOR THE FOLLOWING CALLS; THENCE N.85°08'43"W. FOR 116.16 FEET TO A NON RADIAL INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AT A POINT BEARING S.48°54'32"E. FROM THE RADIUS POINT OF SAID CURVE; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 386.00 FEET AND A CENTRAL ANGLE OF 48°22'03" FOR 281.08 FEET TO THE POINT OF TANGENCY; THENCE S.84°27'31"W. FOR 91.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 63°36'14" FOR 399.56 FEET TO THE POINT OF TANGENCY; THENCE S.04°51'17"W. FOR 144.00 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF A 60 FOOT WIDE INGRESS - EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1978 AT PAGES 175 THROUGH 191, LEE COUNTY, FLORIDA; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY FOR THE FOLLOWING CALLS; THENCE N. 85°08'43"W. FOR 47.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 97°08'43" FOR 342.18 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 836.00 FEET AND A CENTRAL ANGLE OF 71°43'58" FOR 890.19 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 87°37'41" FOR 51.08 FEET TO THE POINT OF TANGENCY; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY OF A 60 FOOT WIDE INGRESS - EGRESS AND UTILITY EASEMENT (A.K.A. WEST TREE DRIVE) AS RECORDED IN AFOREMENTIONED OFFICIAL RECORD BOOK 1978 AT PAGES 175 THROUGH 191 FOR THE FOLLOWING CALLS; THENCE N.23°40'19"E. FOR 84.87 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 25°07'03" FOR 56.99 FEET TO THE POINT OF TANGENCY; THENCE N.01°26'46"W. FOR 291.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00 FOR 54.98 FEET TO PIC POINT OF TANGENCY; THENCE N.88°33'12"E. FOR 1038.18 FEET ALONG THE SOUTHERLY RIGHT OF WAY (30.00 FEET FROM CENTERLINE) OF THE AFOREMENTIONED WILLIAMS ROAD; THENCE S.08°31'24"E. FOR 147.87 FEET; THENCE S.80°08'43"E. FOR 183.00 FEET; THENCE S.85°08'39"E. FOR 175.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

CONTAINING 33.73 ACRES MORE OR LESS.



LEGEND

(R)	DENOTES RADIAL
(NR)	DENOTES NON-RADIAL
●	DENOTES SET PERM#
•	DENOTES FOUND PERMANENT CONTROL POINT
⊙	DENOTES FOUND (PERMANENT REFERENCE MONUMENT)
(1)	DENOTES THE CURVE NUMBER AND REFERS TO THE DATA CONTAINED IN THE CURVE TABLE
PC	INDICATES POINT OF CURVE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
E	EASEMENT
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PGS	PAGE
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

WE HEREBY CERTIFY: THAT THE ATTACHED SKETCH IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 21 HH-6 FAC, AND AS PREPARED UNDER THE DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

WK ENGINEERING, INC.
DATE: 9/16/91

MIKE FOUTCH, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLA. CERTIFICATE NO. 4598

WK ENGINEERING INC.
8310 BEAU DRIVE
NORTH FT. MYERS, FLORIDA
(813) 995-8500

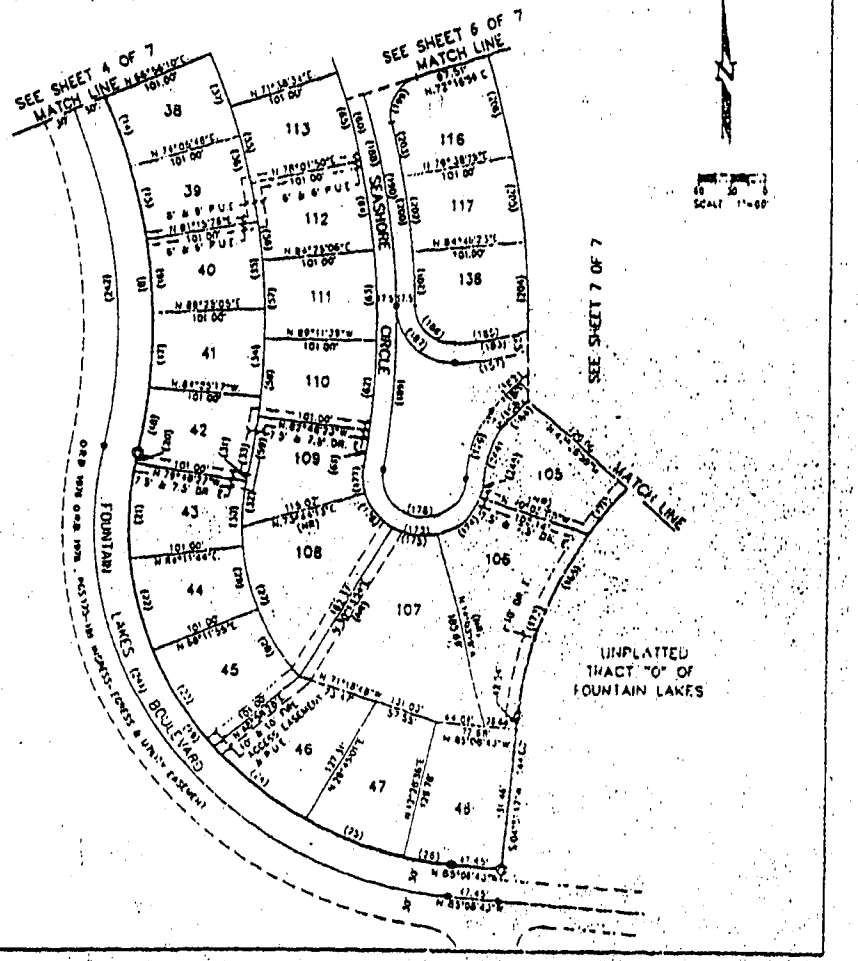
OR2426 PG1732

FOREST RIDGE SECTION OF FOUNTAIN LAKES
(TRACT "MN" OF FOUNTAIN LAKES.)

SECTION 04, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

CURVE TABLE

NO	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 74°00'00"W
C2	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 81°15'34"W
C3	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 88°31'08"W
C4	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 85°46'42"W
C5	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 83°02'16"W
C6	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 76°17'50"W
C7	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 69°33'24"W
C8	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 62°48'58"W
C9	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 56°04'32"W
C10	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 49°20'06"W
C11	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 42°35'40"W
C12	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 35°51'14"W
C13	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 29°06'48"W
C14	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 22°22'22"W
C15	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 15°37'56"W
C16	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 8°53'30"W
C17	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 2°09'04"W
C18	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 4°36'38"E
C19	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 11°21'04"E
C20	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 18°05'30"E
C21	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 24°49'56"E
C22	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 31°34'22"E
C23	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 38°18'48"E
C24	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 45°03'14"E
C25	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 51°47'40"E
C26	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 58°32'06"E
C27	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 65°16'32"E
C28	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 72°00'58"E
C29	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 78°45'24"E
C30	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 85°29'50"E
C31	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 87°46'46"E
C32	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 81°02'20"E
C33	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 74°17'54"E
C34	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 67°33'28"E
C35	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 60°49'02"E
C36	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 54°04'36"E
C37	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 47°20'10"E
C38	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 40°35'44"E
C39	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 33°51'18"E
C40	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 27°06'52"E
C41	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 20°22'26"E
C42	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 13°38'00"E
C43	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 6°53'34"E
C44	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 0°09'08"E
C45	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 5°36'38"W
C46	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 12°21'04"W
C47	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 19°05'30"W
C48	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 25°49'56"W
C49	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 32°34'22"W
C50	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 39°18'48"W
C51	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 46°03'14"W
C52	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 52°47'40"W
C53	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 59°32'06"W
C54	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 66°16'32"W
C55	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 73°00'58"W
C56	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 79°45'24"W
C57	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 86°29'50"W
C58	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 87°46'46"W
C59	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 81°02'20"W
C60	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 74°17'54"W
C61	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 67°33'28"W
C62	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 60°49'02"W
C63	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 54°04'36"W
C64	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 47°20'10"W
C65	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 40°35'44"W
C66	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 33°51'18"W
C67	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 27°06'52"W
C68	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 20°22'26"W
C69	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 13°38'00"W
C70	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 6°53'34"W
C71	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 0°09'08"W
C72	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 5°36'38"E
C73	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 12°21'04"E
C74	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 19°05'30"E
C75	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 25°49'56"E
C76	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 32°34'22"E
C77	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 39°18'48"E
C78	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 46°03'14"E
C79	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 52°47'40"E
C80	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 59°32'06"E
C81	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 66°16'32"E
C82	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 73°00'58"E
C83	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 79°45'24"E
C84	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 86°29'50"E
C85	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 87°46'46"E
C86	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 81°02'20"E
C87	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 74°17'54"E
C88	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 67°33'28"E
C89	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 60°49'02"E
C90	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 54°04'36"E
C91	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 47°20'10"E
C92	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 40°35'44"E
C93	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 33°51'18"E
C94	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 27°06'52"E
C95	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 20°22'26"E
C96	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 13°38'00"E
C97	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 6°53'34"E
C98	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 0°09'08"E
C99	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 5°36'38"W
C100	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 12°21'04"W
C101	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 19°05'30"W
C102	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 25°49'56"W
C103	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 32°34'22"W
C104	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 39°18'48"W
C105	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 46°03'14"W
C106	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 52°47'40"W
C107	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 59°32'06"W
C108	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 66°16'32"W
C109	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 73°00'58"W
C110	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 79°45'24"W
C111	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 86°29'50"W
C112	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 87°46'46"W
C113	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 81°02'20"W
C114	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 74°17'54"W
C115	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 67°33'28"W
C116	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 60°49'02"W
C117	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 54°04'36"W
C118	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 47°20'10"W
C119	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 40°35'44"W
C120	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 33°51'18"W
C121	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 27°06'52"W
C122	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 20°22'26"W
C123	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 13°38'00"W
C124	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 6°53'34"W
C125	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 0°09'08"W
C126	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 5°36'38"E
C127	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 12°21'04"E
C128	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 19°05'30"E
C129	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 25°49'56"E
C130	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 32°34'22"E
C131	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 39°18'48"E
C132	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 46°03'14"E
C133	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 52°47'40"E
C134	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 59°32'06"E
C135	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 66°16'32"E
C136	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 73°00'58"E
C137	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 79°45'24"E
C138	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 86°29'50"E
C139	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 87°46'46"E
C140	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 81°02'20"E
C141	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 74°17'54"E
C142	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 67°33'28"E
C143	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 60°49'02"E
C144	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 54°04'36"E
C145	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 47°20'10"E
C146	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 40°35'44"E
C147	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 33°51'18"E
C148	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 27°06'52"E
C149	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 20°22'26"E
C150	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 13°38'00"E
C151	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 6°53'34"E
C152	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 0°09'08"E
C153	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 5°36'38"W
C154	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 12°21'04"W
C155	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 19°05'30"W
C156	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 25°49'56"W
C157	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 32°34'22"W
C158	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 39°18'48"W
C159	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 46°03'14"W
C160	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 52°47'40"W
C161	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 59°32'06"W
C162	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 66°16'32"W
C163	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 73°00'58"W
C164	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 79°45'24"W
C165	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 86°29'50"W
C166	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 87°46'46"W
C167	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 81°02'20"W
C168	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 74°17'54"W
C169	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 67°33'28"W
C170	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 60°49'02"W
C171	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 54°04'36"W
C172	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 47°20'10"W
C173	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 40°35'44"W
C174	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 33°51'18"W
C175	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 27°06'52"W
C176	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 20°22'26"W
C177	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 13°38'00"W
C178	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 6°53'34"W
C179	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 0°09'08"W
C180	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 5°36'38"E
C181	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 12°21'04"E
C182	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 19°05'30"E
C183	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 25°49'56"E
C184	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 32°34'22"E
C185	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 39°18'48"E
C186	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 46°03'14"E
C187	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 52°47'40"E
C188	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 59°32'06"E
C189	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 66°16'32"E
C190	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 73°00'58"E
C191	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 79°45'24"E
C192	330.00'	7°15'34"	41.81'	20.93'	41.78'	N 86°29'50"E
C193	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 87°46'46"E
C194	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 81°02'20"E
C195	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 74°17'54"E
C196	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 67°33'28"E
C197	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 60°49'02"E
C198	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 54°04'36"E
C199	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 47°20'10"E
C200	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 40°35'44"E
C201	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 33°51'18"E
C202	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 27°06'52"E
C203	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 20°22'26"E
C204	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 13°38'00"E
C205	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 6°53'34"E
C206	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 0°09'08"E
C207	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 5°36'38"W
C208	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 12°21'04"W
C209	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 19°05'30"W
C210	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 25°49'56"W
C211	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 32°34'22"W
C212	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 39°18'48"W
C213	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 46°03'14"W
C214	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 52°47'40"W
C215	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 59°32'06"W
C216	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 66°16'32"W
C217	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 73°00'58"W
C218	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 79°45'24"W
C219	330.00'	7°15'34"	41.81'	20.93'	41.78'	S 86°29'50"W



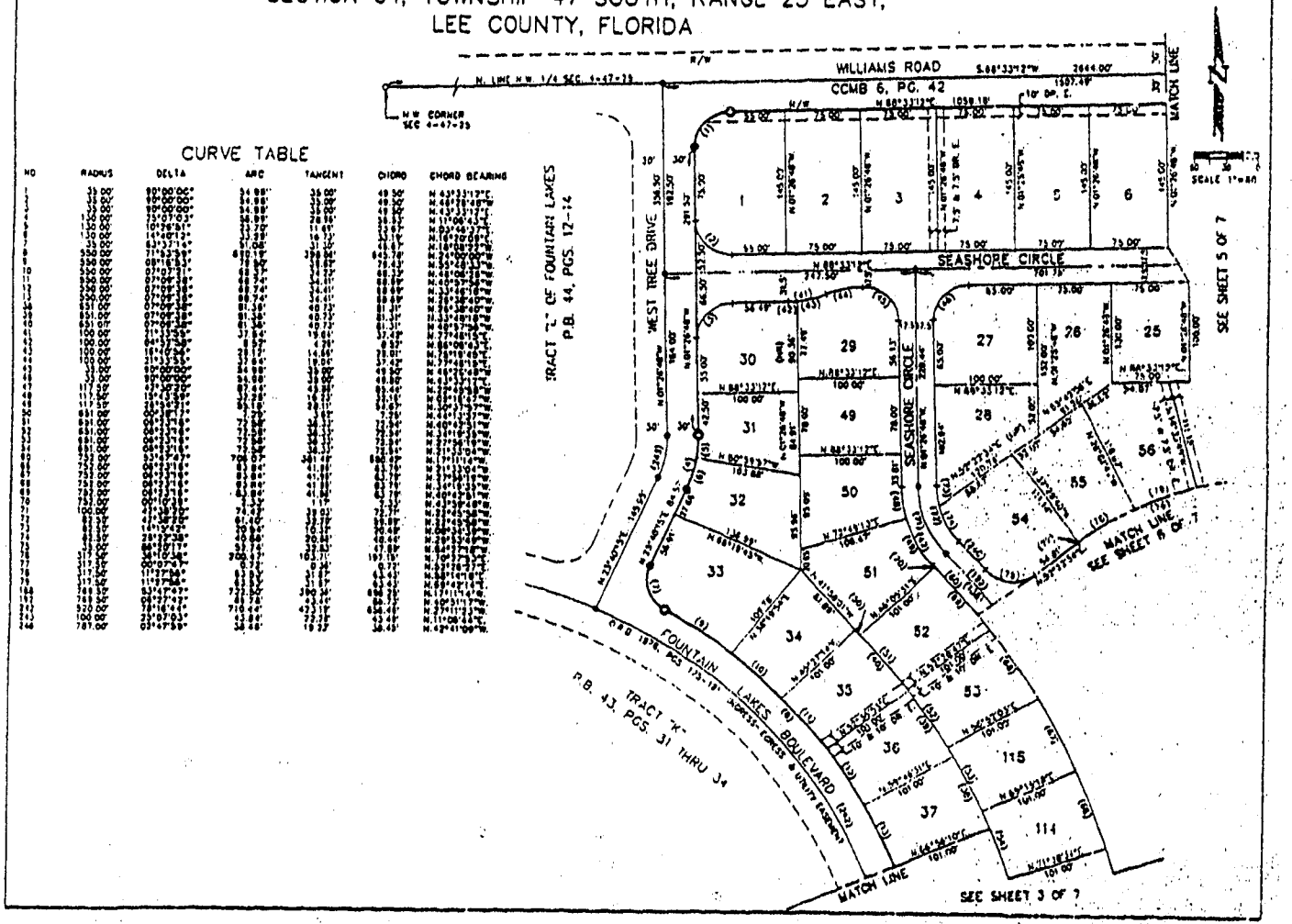
PK ENGINEERING INC.
8320 BEAU DRIVE
NORTH FT. MYERS, FLORIDA
(813) 995-8500

OR2426 PG1733

FOREST RIDGE SECTION OF FOUNTAIN LAKES
(TRACT "MN" OF FOUNTAIN LAKES,)

SECTION 04, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

4



CURVE TABLE

NO	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	25.00'	90°00'00"	39.27'	25.00'	35.36'	N 45°26'48" W
2	25.00'	90°00'00"	39.27'	25.00'	35.36'	N 44°33'12" E
3	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
4	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
5	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
6	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
7	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
8	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
9	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
10	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
11	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
12	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
13	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
14	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
15	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
16	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
17	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
18	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
19	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
20	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
21	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
22	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
23	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
24	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
25	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
26	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
27	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
28	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
29	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
30	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
31	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
32	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
33	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
34	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
35	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
36	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
37	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
38	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
39	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
40	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
41	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
42	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
43	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
44	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
45	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
46	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
47	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
48	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
49	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
50	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
51	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
52	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
53	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
54	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
55	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
56	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W
114	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 45°26'48" E
115	25.00'	90°00'00"	39.27'	25.00'	35.36'	S 44°33'12" W

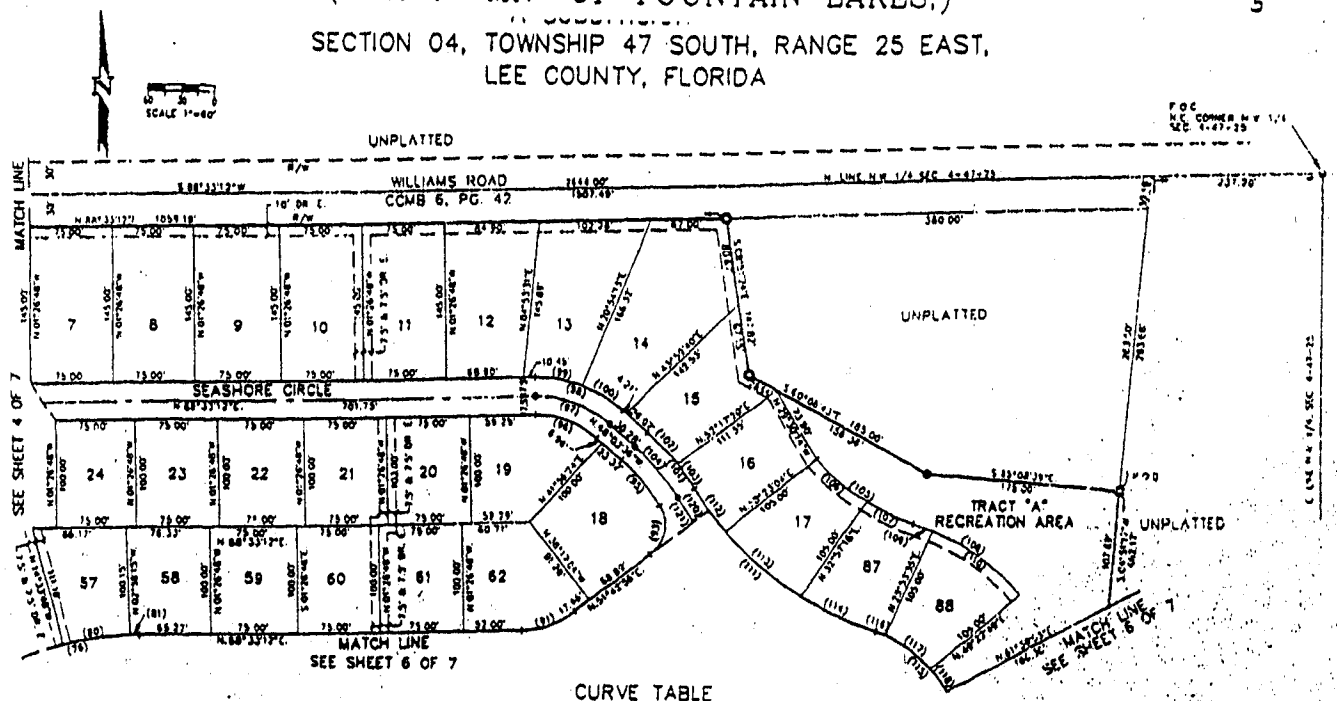
ORZ. 26 PG 1734

INC ENGINEERING INC.
6320 BEAU DRIVE
NORTH FT. MYERS, FLORIDA
(813) 995-6500

FOREST RIDGE SECTION OF FOUNTAIN LAKES
('TRACT "MN" OF FOUNTAIN LAKES,)

5

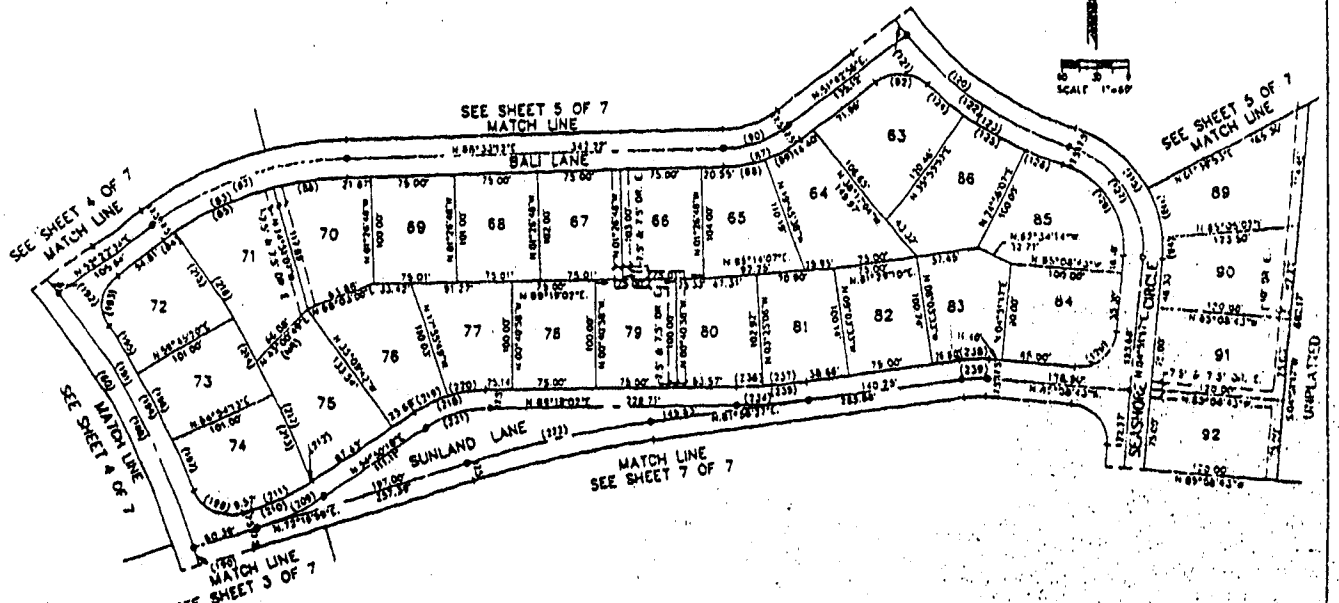
SECTION 04, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA



CURVE TABLE

NO	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	117.00'	36°10'38"	73.87'	38.27'	72.65'	N.70°27'53"E.
C2	117.00'	11°35'05"	23.66'	11.87'	23.62'	N.89°01'35"E.
C3	117.00'	24°35'33"	50.23'	25.56'	49.84'	S.77°09'04"E.
C4	117.00'	36°10'38"	73.87'	38.27'	72.65'	S.70°27'53"E.
C5	167.00'	43°17'16"	126.19'	66.19'	123.21'	S.72°08'04"E.
C6	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C7	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C8	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C9	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C10	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C11	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C12	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C13	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C14	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C15	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C16	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C17	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C18	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C19	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C20	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C21	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C22	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C23	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C24	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C25	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C26	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C27	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C28	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C29	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C30	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C31	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C32	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C33	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C34	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C35	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C36	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C37	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C38	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C39	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C40	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C41	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C42	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C43	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C44	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C45	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C46	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C47	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C48	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C49	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C50	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C51	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C52	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C53	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C54	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C55	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C56	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C57	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C58	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C59	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C60	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C61	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C62	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C63	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C64	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C65	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C66	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C67	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C68	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C69	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C70	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C71	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C72	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C73	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C74	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C75	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C76	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C77	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C78	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C79	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C80	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C81	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C82	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C83	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C84	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C85	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C86	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C87	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C88	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C89	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C90	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C91	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C92	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C93	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C94	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C95	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C96	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C97	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C98	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C99	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C100	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C101	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C102	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C103	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C104	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C105	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C106	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C107	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C108	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C109	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C110	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C111	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C112	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C113	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C114	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C115	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C116	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C117	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C118	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C119	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.
C120	117.00'	43°17'16"	88.40'	46.37'	86.31'	S.72°08'04"E.

FOREST RIDGE SECTION OF FOUNTAIN LAKES
(TRACT "MN" OF FOUNTAIN LAKES,)
SECTION 04, TOWNSHIP 44 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING

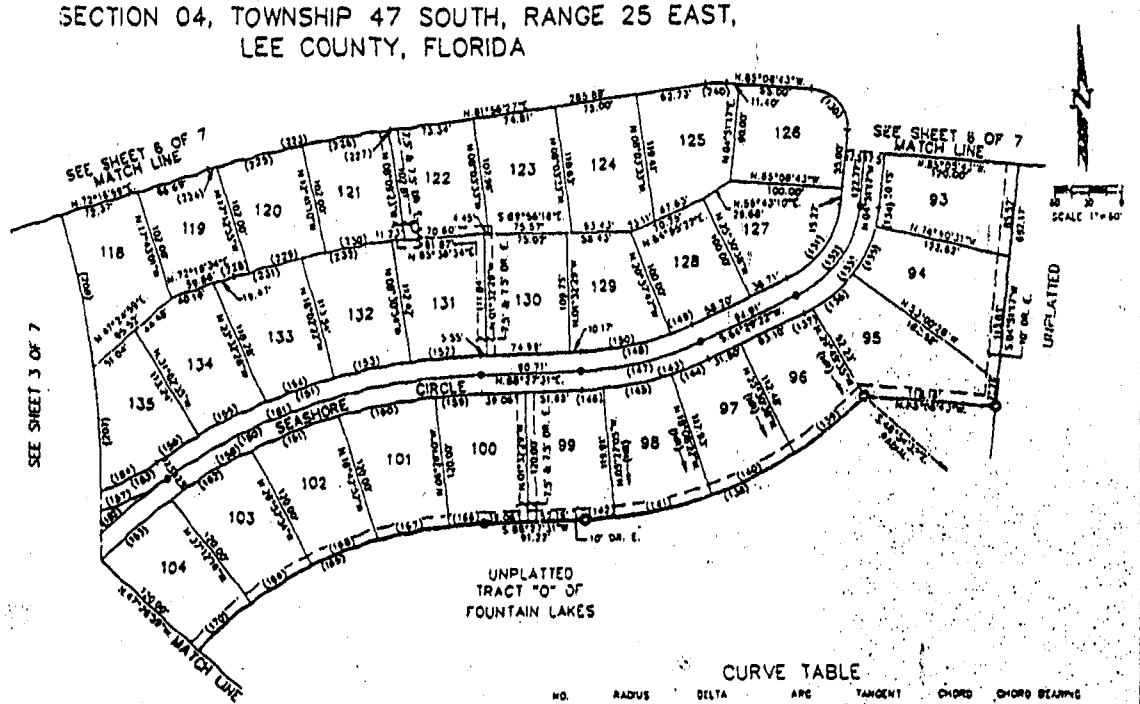
CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING

INK ENGINEERING INC.
6320 BEAU DRIVE
NORTH FT. MYERS, FLORIDA
(813) 995-6300

OR 2426 PG 1738

FOREST RIDGE SECTION OF FOUNTAIN LAKES
(TRACT "MN" OF FOUNTAIN LAKES.)
SECTION 04, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING

EXHIBIT B TO SUPPLEMENT #18

DECLARATION OF COVENANTS,

CONDITIONS, RESTRICTIONS AND RESERVATIONS

FOR

THE FOUNTAIN LAKES FOREST RIDGE SECTION

OR2426 PG1737

KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation

to

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

RECITALS

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

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

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

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

1. FLOOD ELEVATION DISCLOSURE.

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

2. RESIDENTIAL PURPOSES.

No Parcel (Subdivision Lot and its improvements) in FOREST RIDGE shall be used for other than single-family residential purposes, except that Parcels or portions of Parcels may be used by home builders for temporary offices, sales offices or model homes. Residential purposes include single-family dwellings, attached garages and storage buildings. It shall also include a proposed recreation area including various structures and amenities for the use and enjoyment of owners, their families, tenants and guests whether or not owned by the Forest Ridge Neighborhood Association, the Grantor or the Fountain Lakes Community Association (the Corporation).

3. LAND USE.

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

OR2426 PG1738

B. Each designated Single Family Residential Parcel shall have constructed thereon a dwelling with a minimum of 1300 square feet for a one-story dwelling and 1450 square feet for a two-story dwelling, plus a finished two-car attached garage. The first floor area shall be calculated exclusive of breezeways, open porches or garages.

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

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

4. ARCHITECTURAL CONTROL.

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

B. The Neighborhood Association shall give prompt approval or disapproval of plans, drawings and specifications submitted, and in the event

OR 2426 PG 1739

neither approval nor disapproval is served upon the persons submitting such plans, drawings and specifications, at an address designated by them, within thirty (30) days of being so submitted, then such plans, drawings and specifications shall be deemed to be approved.

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

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

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

F. If any improvement is constructed or altered without the prior written approval of the Neighborhood Association, the owner shall, upon demand of the Neighborhood Association, cause such improvement to be removed, remodeled or restored in order to comply with the requirements of this Section. The owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees, including fees at both

OR 2426 PG 1740

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

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

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

5. PARCEL PREPARATION.

All Parcels shall be filled in keeping with the plan of development as approved by the South Florida Water Management District. Existing trees and other desirable natural vegetation shall, wherever possible, remain on Parcels. Individual plans submitted to the Neighborhood Association for architectural approval must contain a site clearing plan identifying which trees

OR2426 PG1741

and shrubs will be removed, etc. No site clearing may commence until the Association has approved the site clearing plan.

6. EASEMENTS.

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

7. REFUSE DISPOSAL.

A. No Parcel shall be used or maintained as a dumping ground for rubbish.

B. Trash, garbage or other waste shall not be kept except in sanitary containers.

C. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and screened with appropriate materials or landscaped so as not to be visible from adjoining property or roadways.

8. SIGNS.

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

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

B. Signs used by approved builders must comply with the Neighborhood Association's specification for same. No signs, freestanding or otherwise installed, shall be erected or displayed on any Parcel or structure,

OR 2426 PG 1742

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 Parcel which may be or may become an annoyance or nuisance to any person or to the neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature.

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

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

10. UNDERGROUND UTILITY LINES AND SERVICES.

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

11. PROHIBITED STRUCTURES.

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

OR2426 PG1743

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

12. PETS AND ANIMALS.

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

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

A. Operable and currently licensed automobiles may be kept or parked only on paved driveways, on paved parking pads, in houses or in enclosed garages or on the street as approved by the Neighborhood Association. Vans, Sport/Utility vehicles and similar vehicles which are too high to be parked in garages will be considered to be automobiles and may be parked on driveways if the vehicle has passenger seats in the back and is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle does not have a back passenger seat or is used primarily for the transportation of goods then it will be considered to be a truck. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, commercial trucks including pick-up trucks, vans, recreational vehicles, all-terrain vehicles,

OR2426 PG1744

ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers and tractors must be kept within an enclosed garage or storage building. Notwithstanding the foregoing prohibition, guests of the owner of a Parcel visiting for less than 15 days in any 30 day period may park their vehicles on unenclosed paved areas of the Parcel.

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

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

14. MAINTENANCE OF PREMISES.

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

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

15. MAINTENANCE OF PREMISES.

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

OR2426 PG1745

the volume of water in any portion of a water management and drainage area reserved for, or intended by Grantor to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, without the specific written permission of the Corporation.

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

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

16. COLORS.

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

17. FACTORY-BUILT STRUCTURES.

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

18. LANDSCAPING.

All areas not covered by structures, walkways, paved parking facilities or areas approved by the Neighborhood Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or

water management areas. No stone, gravel or paving of any type shall be used as a lawn unless approved by the Association as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by the Association which shall be submitted prior to clearing of any Parcel for construction. All required lawns and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by the owner.

19. DRIVEWAYS AND PARKING AREAS.

All driveways shall be constructed of concrete.

20. ANTENNAS AND FLAGPOLES.

No outside antennas, antenna poles, antenna masts, satellite television 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.

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 Parcel until its height and location shall have first been approved in writing by the Neighborhood Association. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Neighborhood Association, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored in the exterior of any structure unless approved by the Neighborhood Association.

25. LIGHTING.

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

26. CLOTHES DRYING AREA.

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

27. FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

OR2426 PG1748

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

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

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

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

29. SUBDIVISION AND REGULATION OF LAND.

OR4426 PG1749

A. No Parcel 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 FOREST RIDGE, to the properties or any Parcel, without the prior written approval of Grantor.

30. OWNER AND MEMBER COMPLIANCE.

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

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

31. FOREST RIDGE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION.

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

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

32. TERM.

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land, and shall be deemed for the benefit of all lands in the subdivision, and it shall remain in full force for ninety-nine (99) years from

OR2426 PG1751

the date of the recording of this instrument, after which they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the Parcels in the subdivision it is agreed to change them in whole or in part.

33. DEFINITIONS.

All terms used herein shall have the meanings ascribed to them in the PROTECTIVE COVENANTS, unless the context requires otherwise.

34. SEVERABILITY.

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

35. MODE OF ENFORCEMENT.

The Grantor and any owner of any portion of the 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 Parcels (voting interests) 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

OR2426 PG1752

Association Documents and no amendment by the voting interests other than Grantor shall be effective without the written joinder of Grantor. Provided, however, that this paragraph shall not be used to change the residential character of the property. Provided, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on this 1st day of September, A.D. 1993.

WITNESSES:

(Sign) _____

(Print) Gordon Sundin

(Sign) _____

(Print) Colleen Felong

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By _____
DAN ENGLESMA

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

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1st day of September, 1993, by DAN ENGLESMA, as Executive Vice President of KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did (did not) take an oath.

NOTARY PUBLIC:

(Sign) _____

(Print) Sandra M. Marsh
STATE OF FLORIDA AT LARGE (SEAL)
COMMISSION # NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: [illegible] NOTARY PUBLIC UNDERWRITERS

OR2426 PG1753

ARTICLES OF INCORPORATION

OF

FOREST RIDGE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

OR2426 PG1754

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

This corporation shall exist perpetually.

ARTICLE V

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

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

ARTICLE VI

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

ARTICLE VII

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

DANIEL W. ENGELSMA - President

CONSTANCE C. HART - 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

CONSTANCE C. HART
22700 South Tamiami Trail
Estero, Florida 33928

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

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

ARTICLE XI

Each Parcel 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 Gordon Sundin, whose address is: 22700 South Tamiami Trail, Estero, Florida 33928.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 14th day of September, 1993.

RICHARD D. DeBOEST (SEAL)

OR2426 PG1757

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14th day of September, 1993, by RICHARD D. DeBOEST, who is personally known to me and who did not take an oath.

NOTARY PUBLIC:

Sign Marjorie S. Baer

Print Marjorie S. Baer
STATE OF FLORIDA AT LARGE (SEAL)
COMMISSION # CC 003291
MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 25,1994
BONDED THRU TEISTAL INS. UND.

ACCEPTANCE OF REGISTERED AGENT

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

GORDON SUNDIN

BY-LAWS

OF

FOREST RIDGE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

OR2426 PG1758

1. **IDENTITY** - These are the By-Laws of **FOREST RIDGE AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.**, a nonprofit Florida Corporation formed for the purpose of administering **THE FOUNTAIN LAKES FOREST RIDGE 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."

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.

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 parcels in the subdivision.

2. MEMBERS' MEETINGS

2.1. ANNUAL MEMBERS' MEETINGS shall be held at Fountain Lakes or at such other convenient location within Lee County, Florida 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 the President or by a majority of the Board of Directors or when called by a written petition signed and dated from at least a majority of the entire voting interests on a date set by the Board. The petition shall specify the purpose of the meeting and the meeting shall be limited to that purpose.

2.3. NOTICE OF ANNUAL MEETING - Notice of the annual meeting shall be delivered by hand or sent to each member by First Class United States mail postage prepaid at least fourteen (14) days prior to the annual meeting.

2.4. NOTICE OF SPECIAL MEETINGS - Notice of special meetings shall be in writing and delivered by hand or mailed to each member First Class United States Mail, postage prepaid not less than 10 days prior to the meeting. However, members may waive notice of specific meetings and take action by written agreement without meetings as hereinafter provided.

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

2.6. QUORUM - A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes (voting interests) of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall also constitute the presence of such

OR2426 PG1759

member for the purpose of determining a quorum. Decisions made by a majority of the members 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. **VOTING INTERESTS** - Each parcel shall have one (1) indivisible vote. If multiple owners of a parcel cannot agree on the vote, it will not be counted.

2.8. **PROXIES** - Votes may be cast in person or by proxy; provided however, that proxies shall not be used for electing members of the Board of Directors. Proxies shall be in writing, signed and dated and must be filed with the Secretary before or at the appointed time of the meetings. General proxies may be used only to establish a quorum. Limited proxies which direct the proxyholder how to vote on issues must be used for all other purposes. 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 members, persons holding a member's Power of Attorney 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.

OR2426 PG1760

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

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

(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 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 members and those appointed by the Grantor. Until turnover of control, the Board shall be composed of either 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 from three to nine. Until turnover, the Board 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 a majority of Directors until the project is completed and all Parcels 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 Parcels) the membership shall accept the turnover and elect a Board of Directors composed of members of the Association.

3.2. **SELECTION OF DIRECTORS** - Selection 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. Votes for Directors must be cast in person at the meeting or by the use of written ballots listing all known candidates which must be mailed or delivered to all members together with the notice of the meeting. 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 the vote of a majority of the voting interests 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 ten percent of the voting interests. 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. BOARD ORGANIZATIONAL MEETING - 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.

OR2426 PG1762

3.4. **REGULAR BOARD MEETINGS** - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors 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 BOARD MEETINGS** - 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. **POSTING OF NOTICE** - Notice of all Directors meetings shall be posted in a conspicuous place on the Association property at least 48 continuous hours in advance, except in an emergency. Meetings at which an assessment is to be considered shall specifically contain a statement to that effect and of its nature.

3.7. **WAIVER OF NOTICE** - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Any Director's presence at a meeting shall automatically constitute waiver of notice.

3.8. **OPEN MEETINGS** - 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). Provided, however, that members may be excluded when the business being conducted is within the scope of attorney-client privilege. The presiding officer shall decide whether to allow meetings to be audiotape or videotape recorded.

OR2426 PG1763

3.9. **QUORUM** - 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, which must also be noticed and posted, any business which might have been transacted at the meeting as originally called may be transacted.

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

3.11. **DIRECTORS' COMPENSATION** - 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 members 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.

OR2429 PG1764

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 parcels subject to such liens.

4.9. **TO CARRY INSURANCE** for the protection of the parcel 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 parcels.

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** suspend use rights in common areas and facilities for reasonable times and impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred Dollars per violation by and against parcel owners or their tenants, guests, invitees or licencees or both for violations of the Association documents, including the Rules and Regulations. Fines shall be secured as assessments. The Association shall provide written notice to the person(s) of its intention to levy a fine. No fine shall be

OR2429 PG1765

imposed until the person(s) has been given the opportunity to have a hearing before the Board. Each day of violation shall be considered a separate violation.

4.14. TO MAKE AND AMEND THE RULES AND REGULATIONS.

4.15. EMERGENCY POWERS - The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

4.15.1. In anticipation of or during any emergency defined in Section 4.18.5. below, the Board of Directors of the Association may:

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

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

4.15.2. During any emergency defined in Section 4.18.5. below:

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

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

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

(a) Binds the Association; and

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

OR2428 PG1766

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

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

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

5. **OFFICERS**

5.1. **EXECUTIVE OFFICERS** - The executive officers of the Association shall be the President, a Vice-President, a Secretary, a 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, Secretary and Treasurer shall be Board members; the others need not be.

5.2. **PRESIDENT** - 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. **VICE PRESIDENT** - 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.

OR2426 PG1767

5.4. **SECRETARY** - 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.

5.5. **TREASURER** - 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. **COMPENSATION** - 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 and Officer 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 or Officer of the Association, or any settlement thereof, whether or not such person is a Director or Officer at the time such expenses are incurred, except in cases wherein the Director or Officer is adjudged guilty of nonfeasance, misfeasance

OR2426 PG1768

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.

6. **MINUTES, OFFICIAL RECORDS** - A written record shall be kept of the minutes of all meetings of members and of the Board of Directors; all actions taken by the members or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association. These records together with the records specified in F.S. 617.303 and 617.1601 shall constitute the Official Records of the Association. The records shall be retained by the Association for 7 years.

6.1. **INSPECTION AND COPYING OF OFFICIAL RECORDS** - An owner, the owner's agent or attorney is entitled to inspect and copy Official Records at the Association's principal office or other reasonable location designated by the Association during regular business hours upon giving five business days (Monday through Friday) advance written notice of his demand to inspect, provided that the demand must be in good faith and for a proper purpose, and the purpose and the records desired must be described with reasonable particularity and those records are directly connected with the purpose.

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.

OR2426 PG1769

7.2. **NOTICE OF PROPOSED BUDGET** - A copy of the proposed annual budget shall be mailed to the members 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 voting interests, 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 members 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. **BUDGETS PRIOR TO TURNOVER** - Budgets proposed and adopted by Grantor appointed Boards shall be exempt from 7.2 above.

7.4. **ASSESSMENTS** - The shares of the parcel owners of the common expenses shall be payable either 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 expenses previously incurred.

7.5. **SPECIAL ASSESSMENTS** - Special assessments shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

7.6. **ASSESSMENT ROLL** - The assessments for common expenses, according to the budget, shall be set forth upon a roll of the parcels. Such roll shall indicate for each parcel the name and address of the owner and the assessments paid and unpaid.

OR2426 PG1770

7.7. **LIABILITY FOR ASSESSMENTS** - A parcel owner shall be liable for all assessments coming due while the owner of the parcel, 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 facilities or by abandonment of the parcel for which the assessments are made.

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 PARCEL** 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 institutional first mortgage on the parcel.

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

7.9. **COLLECTION, INTEREST, LATE FEES, 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) from the date due until paid. The Association may charge an administrative late fee in addition to interest in an amount not to exceed the greater of $25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late. 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.

OR2426 PG1771

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 in the manner a mortgage on real property is foreclosed, 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 parcel owner a written notice of its intention to foreclose the lien thirty (30) days before commencing foreclosure.

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 expenses.

7.11.2 **RESERVE ACCOUNT** - to which shall be credited all sums collected for reserves for deferred maintenance or replacement.

7.11.3 **CONTINGENCY ACCOUNT** - to which shall be credited all sums collected for non-routine expenses, capital improvements and emergencies.

7.12. **ASSOCIATION DEPOSITORY** - The depository of the Association shall be an institution whose deposits are insured by an agency of the Federal Government including a member of the New York Stock Exchange, bank or banks or State or Federal savings and loan associations as shall be designated

OR2426 PG1772

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. **ANNUAL FINANCIAL REPORT** - A complete financial report 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 by mail or personal delivery within sixty (60) days after the end of the fiscal or calendar year or at the annual meeting. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications.

7.14. **FIDELITY BONDS** -Fidelity bonds shall be required by the Board of Directors from those individuals authorized to sign checks and the President, Secretary and Treasurer. The amount of such bonds shall be determined by the Directors but shall not be less than the minimum amounts specified in F.S. 718.112(j) based on the Association budget. The premiums on such bonds shall be paid by the Association.

8. **PARLIAMENTARY RULES** - A uniformly applied parliamentary procedure such as Roberts' Rules of Order shall govern 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 these By-Laws shall be adopted in the following manner. Prior to turnover, amendments may be made by the Board of Directors alone. These By-laws shall be deemed amended to conform to F.S. 617.301 - 617.307 as amended from time to time.

OR2426 PG1773

9.1. **INITIATION** - An amendment may be proposed by either a majority of the Board of Directors or by 25% of the voting interests of the Association.

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

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 Association; provided, however, that any amendment affecting the rights of the Grantor may not be amended without Grantor's 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 recorded in the Public Records of Lee County, Florida.

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

10.1. Each parcel owner in this Association is also a member by virtue of such ownership of the Fountain Lakes Community Association, Inc. (hereinafter the "Corporation") and each parcel has a vote in the Corporation.

OR2426 PG1774

It is the purpose of this section to provide a uniform method for the casting of these votes.

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

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

11. **IN THE EVENT THE DIRECTORS DEEM IT NECESSARY** to do so, they and the members may act by written agreement without meetings, which written agreement may be executed in counterparts. In addition, the Directors may hold Board meetings by telephone conference call provided that a speaker telephone is made available for members to listen to the proceedings.

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

PRESIDENT

OR2426 PG1775

CHARLIE GREEN LEE CTY. FL
93 SEP 21 PM 4:19

15.00

PREPARED BY:
RICHARD D. DeBOEST, ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 1480
FORT MYERS, FL 33902
Tel: (813) 334-1381

3498527

OR2449 PG1373

SUPPLEMENT #20 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FOUNTAIN LAKES

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

The Villas At Timber Lake Condominium Tract (Tract "Q") described on Attached Exhibit "A" is by this supplement committed to the Protective Covenants as a land segment and is assigned 62 property units with a use classification of residential property.

DONE this 2d day of December, 1993.

WITNESSES:

(Sign) _____

(Print) RICHARD D. DeBOEST

(Sign) _____

(Print) Marjorie S. Baer

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By _____
GORDON SUNDIN

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

(Sign) [signature]

(Print) RICHARD D. DeBOEST

(Sign) [signature]

(Print) Marjorie S. Baer

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By [signature]
GORDON SUNDIN

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

OR2149 PG1374

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2d day of December, 1993, by GORDON SUNDIN, as Vice President of KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

Sign [signature]

Print RICHARD D. DeBOEST
STATE OF FLORIDA AT LARGE (SEAL)
COMMISSION #
My Commission Expires

OFFICIAL NOTARY SEAL
RICHARD D DEBOEST
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC201545
MY COMMISSION EXP. JUNE 22,1995

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2d day of December, 1993, by GORDON SUNDIN, as Vice President of FOUNTAIN LAKES COMMUNITY ASSOCIATION, a Florida non-profit corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

Sign [signature]

Print RICHARD D. DE BOEST
STATE OF FLORIDA AT LARGE (SEAL)
COMMISSION #
My Commission Expires

OFFICIAL NOTARY SEAL
RICHARD D DEBOEST
NOTARY PUBLIC STATE OF FLORIDA
COMMISION NO. CC201545
MY COMMISSION EXP. JUNE 22,1995

EXHIBIT "A"

PROPOSED VILLAS AT TIMBER LAKE CONDOMINIUM
(TRACT "Q")

DESCRIPTION

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

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST,; THENCE S.88°25'47"W. ALONG THE SOUTH LINE OF OF SAID NORTHWEST ONE QUARTER (NW 1/4) FOR 745.12 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 860.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 45 (U.S. 41) AND AN INTERSECTION WITH THE WESTERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGES 175 THROUGH 191, LEE COUNTY, FLORIDA; THENCE S.06°41'21"E. FOR 383.63 FEET ALONG SAID EASEMENT LINE TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS 360.00 FEET AND A CENTRAL ANGLE OF 40°18'23", FOR 253.25 FEET TO THE POINT OF BEGINNING OF THE EEREIN DESCRIBED PARCEL OF LAND;

FROM SAID POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 30°24'46" FOR 191.09 FEET; THENCE S.12°35'31"W. FOR 44.55 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST AT A POINT BEARING N.44°42'35"W. FROM THE RADIUS POINT OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 31°09'07" FOR 260.98 TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 131°17'31" FOR 756.19 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 410.00 FEET AND A CENTRAL ANGLE OF 57°07'51" FOR 408.82 FEET TO AN INTERSECTION WITH A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 96°30'52", A CHORD OF 111.92 FEET, A CHORD BEARING OF N.45°50'06"E. FOR 126.34 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 145.00 FEET, AND A CENTRAL ANGLE OF 156°51'33" FOR 396.97 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE EAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 100°42'14" FOR 623.95 FEET; THENCE S.50°44'28"E. NON-RADIALLY FOR 449.08 FEET; THENCE S.06°41'21"E. FOR 587.51 FEET; THENCE N.83°18'39"E. FOR 234.20 FEET; THENCE N.43°00'16"E. FOR 328.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.489 ACRES MORE OR LESS

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

OR2449 PG1375
93 DEC -6 AM 8:51
CHARLIE GREEN LEE CTY FL

[redacted]

15.00

PREPARED BY:
RICHARD D. DeBOEST, ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 1480
FORT MYERS, FL 33902
Tel: (813) 334-1381

3498527

OR2449 PG1373

SUPPLEMENT #20 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FOUNTAIN LAKES

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

The Villas At Timber Lake Condominium Tract (Tract "Q") described on Attached Exhibit "A" is by this supplement committed to the Protective Covenants as a land segment and is assigned 62 property units with a use classification of residential property.

DONE this 20 day of December, 1993.

WITNESSES:

(Sign) [signature]

(Print) RICHARD D. DeBOEST

(Sign) Marjorie S. Baer

(Print) Marjorie S. Baer

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By [signature]
GORDON SUNDIN

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

(Sign) [signature]

(Print) RICHARD D. DeBOEST

(Sign) Marjorie S. Baer

(Print) Marjorie S. Baer

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By [signature]
GORDON SUNDIN

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

OR2449 PG1374

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2d day of December, 1993, by GORDON SUNDIN, as Vice President of KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

Sign [signature]

Print RICHARD D. DeBOEST
STATE OF FLORIDA AT LARGE (SEAL)
COMMISSION #
My Commission Expires

OFFICIAL NOTARY SEAL
RICHARD D DEBOEST
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC201545
MY COMMISSION EXP. JUNE 22,1995

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2d day of December, 1993, by GORDON SUNDIN, as Vice President of FOUNTAIN LAKES COMMUNITY ASSOCIATION, a Florida non-profit corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

Sign [signature]

Print RICHARD D. DE BOEST
STATE OF FLORIDA AT LARGE (SEAL)
COMMISSION #
My Commission Expires

OFFICIAL NOTARY SEAL
RICHARD D DEBOEST
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC201545
MY COMMISSION EXP. JUNE 22,1995

EXHIBIT "A"

PROPOSED VILLAS AT TIMBER LAKE CONDOMINIUM
(TRACT "Q")

DESCRIPTION

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

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST,; THENCE S.88°25'47"W. ALONG THE SOUTH LINE OF OF SAID NORTHWEST ONE QUARTER (NW 1/4) FOR 745.12 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 860.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 45 (U.S. 41) AND AN INTERSECTION WITH THE WESTERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGES 175 THROUGH 191, LEE COUNTY, FLORIDA; THENCE S.06°41'21"E. FOR 383.63 FEET ALONG SAID EASEMENT LINE TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS 360.00 FEET AND A CENTRAL ANGLE OF 40°18'23", FOR 253.25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

FROM SAID POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 30°24'46" FOR 191.09 FEET; THENCE S.12°35'31"W. FOR 44.55 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST AT A POINT BEARING N.44°42'35"W. FROM THE RADIUS POINT OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 31°09'07" FOR 260.98 TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 131°17'31" FOR 756.19 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 410.00 FEET AND A CENTRAL ANGLE OF 57°07'51" FOR 408.82 FEET TO AN INTERSECTION WITH A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 96°30'52", A CHORD OF 111.92 FEET, A CHORD BEARING OF N.45°50'06"E. FOR 126.34 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 145.00 FEET, AND A CENTRAL ANGLE OF 156°51'33" FOR 396.97 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE EAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 100°42'14" FOR 623.95 FEET; THENCE S.50°44'28"E. NON-RADIALLY FOR 449.08 FEET; THENCE S.06°41'21"E. FOR 587.51 FEET; THENCE N.83°18'39"E. FOR 234.20 FEET; THENCE N.43°00'16"E. FOR 328.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.489 ACRES MORE OR LESS

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

OR2449 PG1375
93 DEC -6 AM 8:51
CHARLIE GREEN LEE CTY FL

1952

PREPARED BY:
RICHARD D. DeBOEST, ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 1480
FORT MYERS, FL 33902
Tel: (813) 334-1381

3486152

OR2441 PG3805

SUPPLEMENT #19 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FOUNTAIN LAKES

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

The Forest Ridge Tract shown graphically on Attached Exhibit "A" (being the same tract as Tract "MN" and which is subject to the Covenants and Restrictions in Supplement #18 as recorded in O. R. Book 2426, Page 1727, Lee County, Florida Public Records) shall also be subject to the building setbacks, landscape buffer easements and utility easements on said Exhibit "A". The Fountain Lakes Community Association, Inc. and the Forest Ridge At Fountain Lakes Neighborhood Association, Inc. are hereby granted easements (but not an obligation) to maintain the trees and vegetation in the landscape buffer easements.

RETURN TO: Carrie L. Hendry
Metropolitan Title & Guaranty Co.
6734 Lone Oak Blvd.
Naples, FL 33942

DONE this 1st day of November, 1993.

WITNESSES:

(Sign) _____

(Print) _____

(Sign) _____

(Print) RICHARD D. DeBOEST

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By _____
GORDON SUNDIN

(Title) Vice President
(Address) 22700 S. Tamiami Trail
Estero, Fl 33928

(Sign) _____

(Print) _____

(Sign) _____

(Print) RICHARD D. DeBOEST

FOUNTAIN LAKES COMMUNITY
ASSOCIATION, INC.

By _____
GORDON SUNDIN

(Title) Vice-President
(Address) 22700 S. Tamiami Trail
Estero, FL 33928

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1st day of November, 1993, by GORDIN SUNDIN, as Vice President of KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation, on behalf of said corporation. He is personally known to me and ~~did~~ (did not) take an oath.

NOTARY PUBLIC:

Sign _____

Print RICHARD D. DeBOEST
STATE OF FLORIDA AT LARGE (SEAL)
COMMISSION # _____
My Commission Expires _____

OFFICIAL NOTARY SEAL
RICHARD D DEBOEST
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC281545
MY COMMISSION EXP. JUNE 27,1996

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1st day of November, 1993, by GORDON SUNDIN, as Vice-President of FOUNTAIN LAKES COMMUNITY ASSOCIATION, a Florida non-profit corporation, on behalf of said corporation. He is personally known to me and ~~did~~ (did not) take an oath.

NOTARY PUBLIC:

Sign _____

Print RICHARD D. DeBOEST

STATE OF FLORIDA AT LARGE (SEAL)

COMMISSION # _____

My Commission Expires _____

OFFICIAL NOTARY SEAL
RICHARD D DEBOEST
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC203545
MY COMMISSION EXP. JULY 22,1996

OR2441 PG3807

~~OR2441 PG3808~~

CHARLIE GREEN LEE CTY, FL.

93 NOV -9 PM 4:44

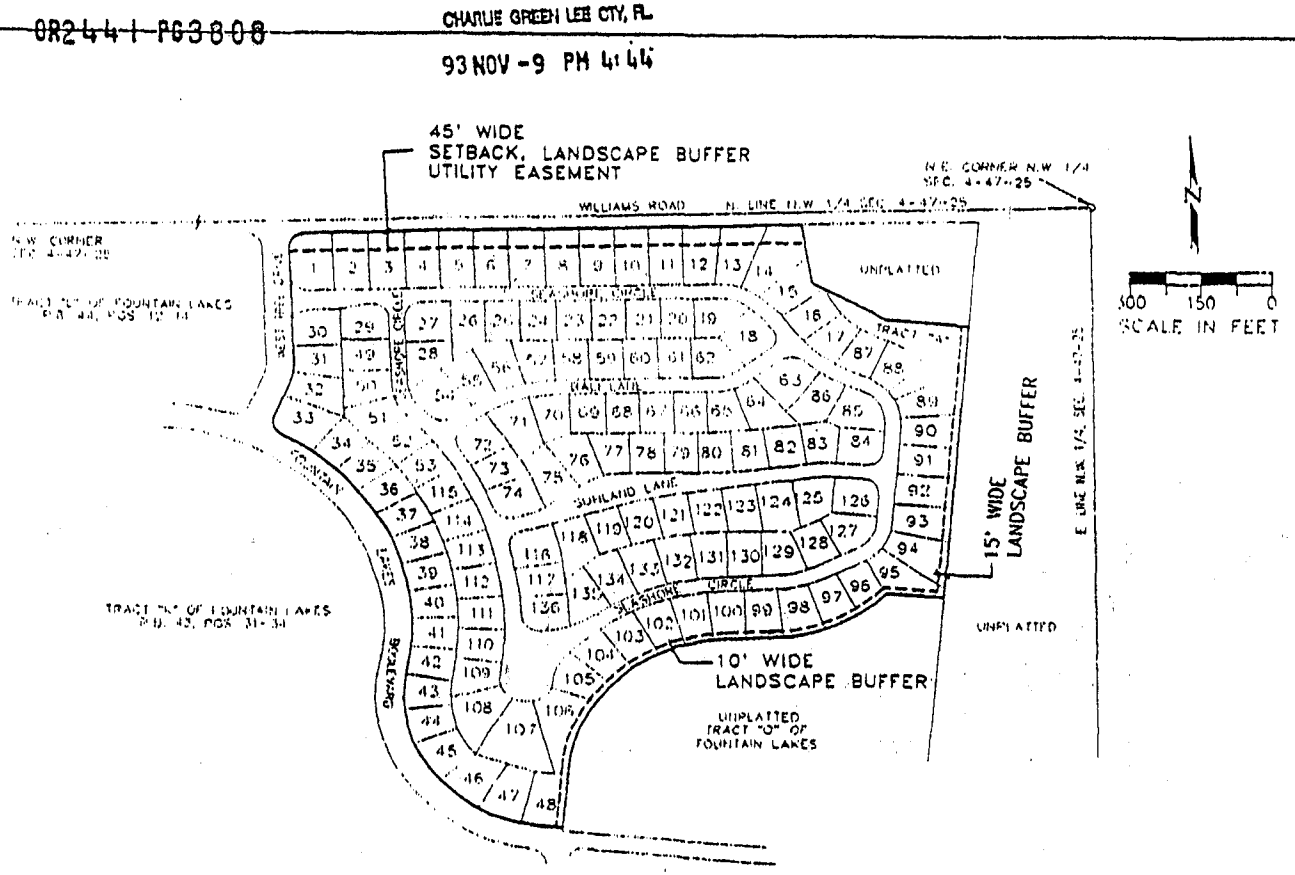


EXHIBIT "A"

[redacted]

15.00

PREPARED BY:
RICHARD D. DeBOEST, ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 1480
FORT MYERS, FL 33902
Tel: (813) 334-1381

3498527

OR2149 PG1373

SUPPLEMENT #20 TO DECLARATION OF PROTECTIVE COVENANTS

AND RESTRICTIONS

FOR

FOUNTAIN LAKES

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

The Villas At Timber Lake Condominium Tract (Tract "Q") described on Attached Exhibit "A" is by this supplement committed to the Protective Covenants as a land segment and is assigned 62 property units with a use classification of residential property.

DONE this 20 day of December, 1993.

WITNESSES:

(Sign) [signature]

(Print) RICHARD D. DE BOEST

(Sign) [signature]

(Print) Marjorie S. Baer

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By [signature]
GORDON SUNDIN

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