(Sign) _____

(Print) RICHARD D. DeBOEST

(Sign) _____

(Print) Marjorie S. Baer

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By _____
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 _____

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 22,1996

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 _____

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 22,1996

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

19.50

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

3711056

OR2566 PG2530

SUPPLEMENT #21 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 by the inclusion of this Supplement as follows:

STATEMENT OF DECLARANT: Pursuant to Amended Article II-A.4. of the above Declaration of Protective Covenants and Restrictions, which Amendment is recorded in O. R. Book 1976, Page 0190, Lee County, Florida Public Records, Declarant states that the tract or parcel of land described and depicted in Composite Exhibit "A" attached hereto and made a part hereof (containing 1.448 acres more or less), shall not become a part of the Fountain Lakes Committed Property and shall not be affected by any of the provisions of the Protective Covenants whatsoever.

DONE this 9th day of January, 1995. • RECORD VERIFIED: CHARLIE GREEN, CLERK • • ED J. TURNER, D.C. •

WITNESSES:

(Sign) _____

(Print) Marjorie S. Baer

(Sign) _____

(Print) Billy J. Wallace

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By _____
GORDON SUNDIN

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

(Sign)_____

(Print) Marjorie S. Baer

(Sign) Billy J. Wallace

(Print) Billy J. Wallace

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By _____
GORDON SUNDIN

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

OR2566 PG2531

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9th day of January, 1995, 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 _____

Print Marjorie S. Baer
STATE OF FLORIDA AT LARGE (SEAL)
My Commission Expires:

OFFICIAL NOTARY SEAL
MARJORIE S BAER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC365048
MY COMMISSION EXP. MAY 25,1998

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9th day of January, 1995, 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 _____

Print Marjorie S. Baer
STATE OF FLORIDA AT LARGE (SEAL)
My Commission Expires:

OFFICIAL NOTARY SEAL
MARJORIE S BAER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC365048
MY COMMISSION EXP. MAY 25,1998

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

OR2566 PG2532

JOB NUMBER 8476-SA
NOVEMBER 18, 1994

EXHIBIT "A"

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 NORTHWEST CORNER OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST,; THENCE N.88°25'47"E. ALONG THE NORTH LINE OF SAID SOUTHEAST ONE QUARTER (SE 1/4) FOR 118.32 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 45 (U.S. 41); THENCE S.06°41'21"E. ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 577.59 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

FROM SAID POINT OF BEGINNING; THENCE CONTINUE S.06°41'21"E. ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 113.00 FEET; THENCE S.83°18'39"W. FOR 500.00 FEET; THENCE N.06°41'21"W. FOR 122.92 FEET ALONG THE EASTERLY LINE OF "SUNGATE VILLAS, A CONDOMINIUM" TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS- EGRESS & UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORD BOOK 1976, AT PAGES 175-191, PUBLIC RECORDS, LEE COUNTY, FLORIDA, AND A NON-RADIAL INTERSECTION WITH A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 370.00 FEET, CENTRAL ANGLE OF 16°24'57", CHORD 105.65 FEET, AND A CHORD BEARING OF N.75°06'11"E. FOR 106.01 FEET TO THE POINT OF TANGENCY; THENCE N.83°18'39"E. FOR 96.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 16°35'52" FOR 78.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 330.00 FEET, AND A CENTRAL ANGLE OF 16°35'52" FOR 95.60 FEET TO THE POINT OF TANGENCY; THENCE N.83°18'39"E. FOR 127.11 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.448 ACRES MORE OR LESS

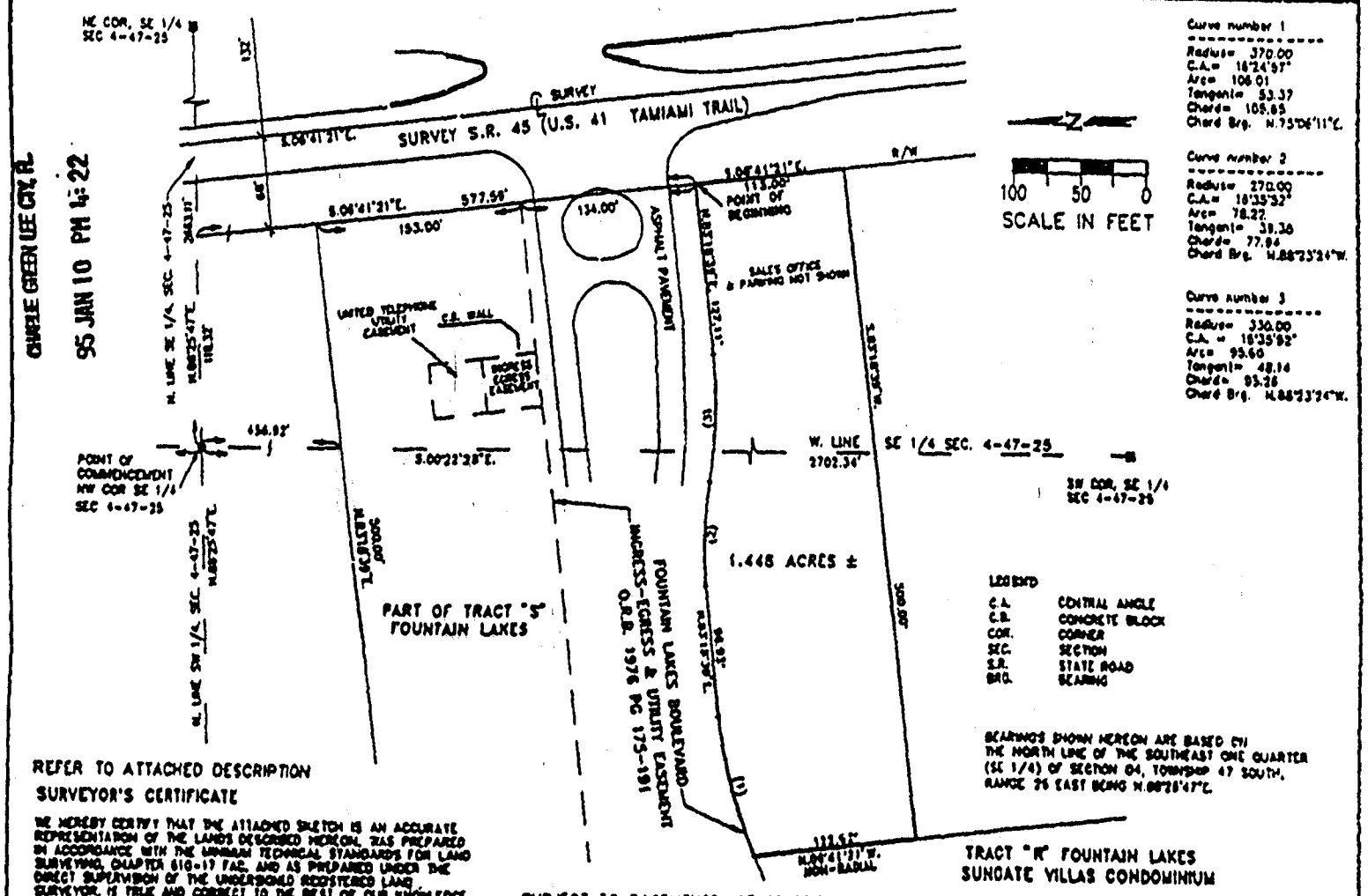
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

THE BEARINGS MENTIONED HEREIN ARE BASED ON THE NORTH LINE OF THE SOUTHEAST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEARING N.88°25'47"E.

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

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

CHARLIE GREEN LEE CTY FL
95 JAN 10 PM 4:22



REFER TO ATTACHED DESCRIPTION

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 61G-17 F.A.C. 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.

INK ENGINEERING, INC.
DATE: 12/2/94

NOT VALID FOR THE FIELD
PROFESSIONAL LAND SURVEYOR
FLA. CERTIFICATE NO. 4566

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

(NOT A FIELD SURVEY)
SKETCH OF DESCRIPTION
SKETCH OF PART OF
SEC.04 TWP.47 S. RGE.25 E.
LEE COUNTY, FLORIDA

SECTION 04, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
DATE: 11/18/94

INK ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS
TEL. (813) 995-8566 6220 BEAU DRIVE N. FT. MYERS, FLORIDA 33903

DWG. NO. 84765A
JOB NO.: 8476

5HDP
2HJDR

PREPARED BY
RICHARD D. DeBOEST, SR., ESQ
ATTORNEY AT LAW
POST OFFICE BOX 1470
FORT MYERS, FLORIDA 33902
TEL. (941) 334-1381

INSTR # 4688959
OR BK 03153 PG 0712
RECORDED 08/05/99 02:12 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 244.50
DEPUTY CLERK T Sherwood

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

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

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

DONE this 2nd day of August, 1999.

WITNESSES:

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

(Sign) Cynthia J Clark

(Print) Cynthia J. Clark

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By _____
DANIEL W. ENGELSMA

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

WITNESSES:

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

(Sign) Cynthia J Clark

(Print) Cynthia J. Clark

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By _____
DANIEL W. ENGELSMA

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

STATE OF MINNESOTA

COUNTY OF HENNEPIN

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

NOTARY PUBLIC:

(Sign) Mary E. Doughman

MARY E. DOUGHMAN
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2000

(Print) Mary E. Doughman
STATE OF MINNESOTA (SEAL)
COMMISSION # 6081114
My Commission Expires: January 31, 2000

BK 03153 PG 0713

STATE OF MINNESOTA

COUNTY OF HENNEPIN

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

NOTARY PUBLIC:

(Sign) Mary E. Doughman



(Print) Mary E. Doughman

STATE OF MINNESOTA (SEAL)

COMMISSION # 6081114

My Commission Expires: January 31, 2000

OR BK 03153 PG 0714

INK ENGINEERING, INC.
ENGINEERS • SURVEYORS • PLANNERS
3440 CENTRAL AVE, SUITE 8 • FORT MYERS, FLORIDA 33901 • TEL (941) 931-0451 • FAX (941) 931-0456

JANUARY 26, 1999 PAGE 1
JOB NO. 8476-G
FILE NO. 8476DES.PLA

LEGAL DESCRIPTION **PROPOSED FOREST RIDGE SHORES SUBDIVISION**

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

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

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

CONTINUED

OR BK 03153 PG 0715

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

CONTAINING 20.70 ACRES MORE OR LESS.

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

INK ENGINEERING INC.
DATE OF SIGNATURE

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

OR BK 03513 PG 0716

COMPOSITE EXHIBIT B TO SUPPLEMENT #22

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

KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation

to

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

RECITALS

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

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

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

OR 03153 PG 0747

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

1. **FLOOD ELEVATION DISCLOSURE.**

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

2. **RESIDENTIAL PURPOSES.**

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

3. **LAND USE.**

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

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

OR BK 03153 PG 0748

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

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

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

4. **ARCHITECTURAL CONTROL.**

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

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

OR BK 03153 PG 0719

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

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

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

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

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

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

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

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

5. PARCEL PREPARATION.

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

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6. **EASEMENTS.**

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

7. **REFUSE DISPOSAL.**

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

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

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

8. **SIGNS.**

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

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

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

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

9. **NUISANCE.**

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

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

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

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

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

11. **PROHIBITED STRUCTURES.**

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

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

12. **PETS AND ANIMALS.**

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

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

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

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

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

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

14. MAINTENANCE OF PREMISES.

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

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

15. MAINTENANCE OF PREMISES.

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

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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

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

19. **DRIVEWAYS AND PARKING AREAS.**

All driveways shall be constructed of concrete.

20. **ANTENNAS AND FLAGPOLES.**

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

21. **OUTDOOR EQUIPMENT.**

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

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

22. AIR CONDITIONING AND HEATING EQUIPMENT.

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

23. SOLAR COLLECTORS.

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

24. WALLS, FENCES AND SHUTTERS.

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

25. LIGHTING.

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

26. CLOTHES DRYING AREA.

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

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27. FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

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

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

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29. **SUBDIVISION AND REGULATION OF LAND.**

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

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

30. **OWNER AND MEMBER COMPLIANCE.**

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

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

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31. **FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION**.

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

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

32. **TERM**.

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

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

33. **DEFINITIONS.**

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

A. Three months after 90 percent of the lots have been conveyed to members other than the Developer (Grantor) as defined in Section 617.307(1) Florida Statutes.

B. Seven years from the date the first lot has been so conveyed.

C. At such earlier date as Developer (Grantor) may elect.

34. **SEVERABILITY.**

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

35. **MODE OF ENFORCEMENT.**

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

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36. **INTERPRETATION.**

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

37. **AMENDMENT.**

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

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

WITNESSES:

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

(Sign) Cynthia J. Clark

(Print) Cynthia J. Clark

KRAUS-ANDERSON, INCORPORATED,
A Minnesota Corporation

By DAN ENGELSMA

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

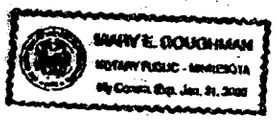
99 RE 03153

STATE OF MINNESOTA

COUNTY OF HENNEPIN

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

NOTARY PUBLIC:



(Sign) Mary E. Dougherman

(Print) Mary E. Dougherman

STATE OF MINNESOTA (SEAL)

COMMISSION # 6081114

My Commission Expires: January 31, 2000

08 SEP 03153 PG 0734

INK ENGINEERING, INC.
ENGINEERS • SURVEYORS • PLANNERS
3660 CENTRAL AVE. SUITE 8 • FORT MYERS, FLORIDA 33901 • TEL (941) 931-0455 • FAX (941) 931-0456

JANUARY 26, 1999
JOB NO. 8476-G
FILE NO. 8476DES.PLA

LEGAL DESCRIPTION **PROPOSED FOREST RIDGE SHORES SUBDIVISION**

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

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

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

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

CONTAINING 20.70 ACRES MORE OR LESS.

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

INK ENGINEERING INC.
DATE OF SIGNATURE

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

OR BK 03153 PG 0725

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

February 8, 1999

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

The Articles of Incorporation for FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC. were filed on February 4, 1999 and assigned document number N98000000782. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

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

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

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

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

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

Wanda Sampson, Document Specialist
New Filing Section

Letter Number: 799A00005573

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida

Department of State

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

The document number of this corporation is N99000000782.

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

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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ARTICLES OF INCORPORATION

OF

FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

This corporation shall exist perpetually.

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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 shall be composed of three or five directors as the members decide from time to time.

ARTICLE VII

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

DANIEL W. ENGELSMA - President

BURTON F. DAHLBERG - Vice President

BRUCE W. ENGELSMA - Secretary/Treasurer

ARTICLE VIII

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

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

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

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

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ARTICLE IX

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

ARTICLE X

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

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

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

ARTICLE XI

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

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV

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

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ARTICLE XV

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

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

RICHARD D. DeBOEST (SEAL)

STATE OF FLORIDA

COUNTY OF LEE

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

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

NOTARY PUBLIC:

Sign Anne E. Heerwagen

ANNE E. HEERWAGEN
MY COMMISSION # CC 797967
EXPIRES: December 20, 2002
Bonded Thru Notary Public Underwriters

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

ANNE E. HEERWAGEN
MY COMMISSION # CC 797967
EXPIRES: December 20, 2002
Bonded Thru Notary Public Underwriters

ACCEPTANCE OF REGISTERED AGENT

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

Marilyn Myli

MARILYN MYLI

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BY-LAWS

OF

FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.

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

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

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

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

2. **MEMBERS' MEETINGS**

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

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

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

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

2.4. **BOARD ELECTION MEETINGS — NOTICE AND PROCEDURE**

The regular or general election shall occur at the time and place at which the annual meeting is scheduled to occur, regardless of whether a quorum is present.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(b) Registering proxies and counting votes.

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

(d) Calling of the roll.

(e) Reading and disposal of any unapproved minutes.

(f) Reports of Directors.

(g) Reports of Committees.

(h) Announcement of the results of the election of Directors.

(i) Unfinished business.

(j) New business.

(k) Adjournment.

3. BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.7. **TO CONTRACT FOR MANAGEMENT** of the Subdivision.

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

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

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

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

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

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

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

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

4.12.2. **RESPONDENT'S RIGHTS** – The party against whom the fine or sanction may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

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

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

4.14. **TO HAVE THE FOLLOWING EMERGENCY POWERS** —

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

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

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

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

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

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

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

(a) Binds the Association; and

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

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

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

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

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5. OFFICERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OR BOOK 02153 PAGE 0758

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

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

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

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

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

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

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

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

OR BOOK 02153 PAGE 07621

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

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

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

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

RECORDED IN OFFICIAL RECORDS

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

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

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

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

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

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

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

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

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4584407

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RECORDED BY
JOANNE HOLLER, D.C.

SUPPLEMENT #23 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FOUNTAIN LAKES

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

1. Supplement #13 to the Declaration of Protective Covenants and Restrictions for Fountain Lakes dated October 23, 1989 and recorded on June 8, 1990 in O.R. Book 2154, at Pages 2999 through 3042, both inclusive, Public Records of Lee County, Florida, concerning Tract "G" is hereby cancelled in its entirety and shall be of no further force or effect.

DONE this 1st day of March, 1999.

WITNESSES:

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

(Sign) Pamela K. Olson

(Print) Pamela K. Olson

KRAUS-ANDERSON, INCORPORATED, A Minnesota Corporation

By _____
DAN ENGELSMA, Executive Vice-President

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

(Sign) Pamela K. Olson

(Print) Pamela K. Olson

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., A Florida Corporation

By _____
DAN ENGELSMA, President

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 1st day of March, 1999, by **DAN ENGELSMA**, as Executive Vice President of **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation, on behalf of said corporation. He is personally known to me and ~~did~~ (did not) take an oath.

NOTARY PUBLIC:

(Sign) Mary E. Doughman

MARY E DOUGHMAN
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan 31, 2000

(Print) Mary E. Doughman
STATE OF MINNESOTA (SEAL)
COMMISSION # 6081114
My Commission Expires: January 31, 2000

OR3086 PG3541

C. JE... LEE C... CLERK
99 MAR -9 AM 11:21

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 1st day of March, 1999, by **DAN ENGELSMA**, as President of **FOUNTAIN LAKES COMMUNITY ASSOCIATION, INCORPORATED**, a Florida corporation, on behalf of said corporation. He is personally known to me and did (did not) take an oath.

NOTARY PUBLIC:

(Sign) Mary E. Doughman

MARY E. DOUGHMAN
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan 31, 2000

(Print) Mary E. Doughman
STATE OF MINNESOTA (SEAL)
COMMISSION # 6081114
My Commission Expires: January 31, 2000

4612465

OR3104 PG2038

SUPPLEMENT #24 TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FOUNTAIN LAKES

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

ARTICLE IX SECTION 3 Amendment and Modification is amended to include the following Subsection 6:

6. Any amendment that would affect the surface and storm water management systems including water management portions of the Common Areas must have the prior approval of the South Florida Water Management District.

DONE this 19th day of April, 1999.

WITNESSES:

(Sign) _____

(Print) _____

(Sign) _____

(Print) _____

KRAUS-ANDERSON, INCORPORATED,
A Minnesota Corporation

By _____
DANIEL W. ENGELSMA, Executive Vice President

(Sign) _____

(Print) _____

(Sign) _____

(Print) _____

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., A Florida Corporation

By _____
DANIEL W. ENGELSMA, President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 14th day of April, 1999, by DANIEL W. ENGELSMA, as Executive Vice President of KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did (did not) take an oath.

NOTARY PUBLIC:

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2000

(Sign) _____

(Print) _____
STATE OF MINNESOTA (SEAL)
COMMISSION # _____
My Commission Expires: 1-31-2000

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 14th day of April, 1999, by DANIEL W. ENGELSMA, as President of FOUNTAIN LAKES COMMUNITY ASSOCIATION, INCORPORATED, a Florida corporation, on behalf of said corporation. He is personally known to me and did (did not) take an oath.

NOTARY PUBLIC:

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2000

(Sign) _____

(Print) _____
STATE OF MINNESOTA (SEAL)
COMMISSION # _____
My Commission Expires: 1-31-2000

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99 APR 15 PM 3:38

CHARLIE GREEN, CLERK
LEE COUNTY, FL

15.00 3

INSTR # 5001728
OR BK 03326 PG 3513
RECORDED 11/14/00 09:41 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 15.00
DEPUTY CLERK J Miller

PREPARED BY:
RICHARD D. DeBOEST, SR., ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 1470
FORT MYERS, FLORIDA 33902
TEL: (941) 334-1381

SUPPLEMENT #25 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 Tract "S" Land described on attached Exhibit "A" is by this supplement committed to the Protective Covenants as a land segment and is assigned 32 property units with a use classification of residential property.

DONE this 10th day of November, 2000.

WITNESSES:

(Sign) Kari J. Lazaretti
(Print) Kari J. Lazaretti
(Sign) Mary Jo Walter
(Print) Mary Jo Walter

KRAUS-ANDERSON, INCORPORATED,
a Minnesota Corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA

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

1pd

WITNESSES:

(Sign) Kari J. Lazaretti

(Print) Kari J. Lazaretti

(Sign) Mary Jo Walter

(Print) Mary Jo Walter

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By Daniel W. Engelsma
DANIEL W. ENGELSMA

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

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 10th day of November, 2000, by **DANIEL W. ENGELSMA,** as Executive Vice President of **KRAUS-ANDERSON, INCORPORATED,** a Minnesota corporation, on behalf of said corporation. He is personally known to me and did ~~(did not)~~ take an oath.

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

NOTARY PUBLIC:

(Sign) [signature]

(Print) Kathryn J. Tarnish

STATE OF MINNESOTA (SEAL)
COMMISSION #_____
My Commission Expires:_____

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 10th day of November, 2000, by **DANIEL W. ENGELSMA,** as President of **FOUNTAIN LAKES COMMUNITY ASSOCIATION,** a Florida non-profit corporation, on behalf of said corporation. He is personally known to me and did (did not) take an oath.

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

NOTARY PUBLIC:

(Sign) [signature]

(Print) Kathryn J. Tarnish

STATE OF MINNESOTA (SEAL)
COMMISSION #_____
My Commission Expires:_____

EXHIBIT "A"

A Tract or parcel of land lying in Section 4, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows:

From the point of commencement being the Northeast corner of the Southwest quarter (SW 1/4) of Section 4, Township 47 South, Range 25 East; thence S 88 degrees 25'47"W along the North line of said Southwest quarter (SW 1/4) 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 State Road 45 (U.S. 41); thence S 06 degrees 41'21"E along said parallel line for 39.11 feet to the Point of Beginning of the hereon described parcel of land.

From said Point of Beginning; thence continue S 06 degrees 41'21"E along said parallel line for 602.28 feet to a point on the Northerly line of an ingress-egress and utility easement as recorded in Official Record Book 1976, Pages 175 through 191 of the Public Records of Lee County, Florida. Said point being the point of curvature of said Northerly line; thence Westerly, Northwesterly and Northerly along the arc of said curve to the right, radius 320.00 feet, central angle 90 degrees 00'00" Chord bearing N 51 degrees 41'21"W, for 502.65 feet to the point of tangency; thence N 06 degrees 41'21"W along the Easterly line of said ingress-egress and utility easement for 287.58 feet; thence leaving said Easterly line, N 84 degrees 15'39"E for 320.04 feet to the Point of Beginning.

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INSTR # 5057195 OR BK 3360 PG 0941 RECD 02/05/01 03:05 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK W Odom

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bylaws of Fountain Lakes Community Association, Inc. shall further be amended by adding Sections 13 and 14 as follows:

Section 13. Emergency Powers.

In the event of an "emergency" as defined in Paragraph 13(G) below, the Board of Directors of the Community Association may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes (1995), as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers of whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Community Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Community Association shall bind the Community Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the Community Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Neighborhood, or the immediate geographic area in which the Neighborhood is located, is subjected to:

(1) a state of emergency declared by law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) designation by federal or state government as a "disaster area;" or

(5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

Section 14. Committee Meetings.

The provisions of this Section 14 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Governing Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the members, to which the Board has delegated its decision-making powers. The meetings of any committee, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Community Association, must be conducted with the same formalities as required for meetings of the Board.

Dated this 25th day of January, 2001.

Witness Victoria J. Pease

Witness Dian L. Parnell

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By: _____
Daniel Engelsma, President

Attest: _____, Secretary

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

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

(Notary Seal)

MARY E. DOUGHMAN
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2005

Commission No: 6081114

Signature of Notary Public
Mary E. Doughman

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

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

f:\wpdata\cjs\forms\condo\amendmen\fountain.cr1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X

COVENANT AND RULE ENFORCEMENT; DISPUTE RESOLUTION

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

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

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

(1) the Community Association;

(2) a member;

(3) any occupant of a Living Unit;

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

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

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

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

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

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

E. Fines.

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

NEIGHBORHOOD ASSOCIATIONS

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

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

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

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

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

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

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

ARTICLE XII

SECURITY; NON-LIABILITY OF DEVELOPER AND COMMUNITY ASSOCIATION

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

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

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

Dated this 25th day of January, 2001.

Witness Victoria J. Pease

Witness Dian L. Parnell

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

By: Daniel Engelsma, President

Attest: , Secretary

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

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

(Notary Seal)

MARY E. DOUGHMAN
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2005

Commission No: 6081114

Signature of Notary Public

Mary E. Doughman

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

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

f:\wpdata\cjs\forms\condo\amendmen\fountain.cr2

3

PREPARED BY:
RICHARD D. DeBOEST, SR., ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 1470
FORT MYERS, FL 33902
Tel: (941) 334-1381

INSTR # 5078470
OR BK 03373 PG 3150
RECORDED 03/07/01 03:27 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 15.00
DEPUTY CLERK K Cartwright

AMENDMENT TO

SUPPLEMENT #4 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 respects:

Due to a re-configuration of the South Lake parcel as actually constructed, Supplement #4 to the Declaration of Protective Covenants and Restrictions for Fountain Lakes dated March 7, 1988 and Recorded in Official Record Book 1976 at Page 0175, Public Records of Lee County, Florida, is hereby amended to substitute the attached revised Legal Description of the South Lake parcel for the Legal Description found on pages 5 and 6 of 7 of Composite Exhibit "B" to Supplement #4 and said previous Legal Description is withdrawn and shall have no further force or effect and the re-configured South Lake parcel which is described as:

Tract "B" of Forest Ridge Shores, a Subdivision, as recorded in Plat Book 64, pages 83 – 87 of the Public Records of Lee County, Florida shall continue as Corporate Common Area with use classifications of Drainage and Recreation.

Done this 6th day of March, 2001.

WITNESSES:

(Sign) Mary E. Doughman

(Print) Mary E. Doughman

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

KRAUS-ANDERSON®, INCORPORATED, a Minnesota corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, Executive Vice President

(Sign) Mary E. Doughman

(Print) Mary E. Doughman

(Sign) Victoria J. Pease

(Print) Victoria J. Pease

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, President

1pd

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by **DANIEL W. ENGELSMA**, as Executive Vice President of **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

(Sign)_____

(Print)Kathryn J. Tarnish
STATE OF MINNESOTA (SEAL)
COMMISSION #_____
My Commission Expires: 1-31-05

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by **DANIEL W. ENGELSMA**, as President of **FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

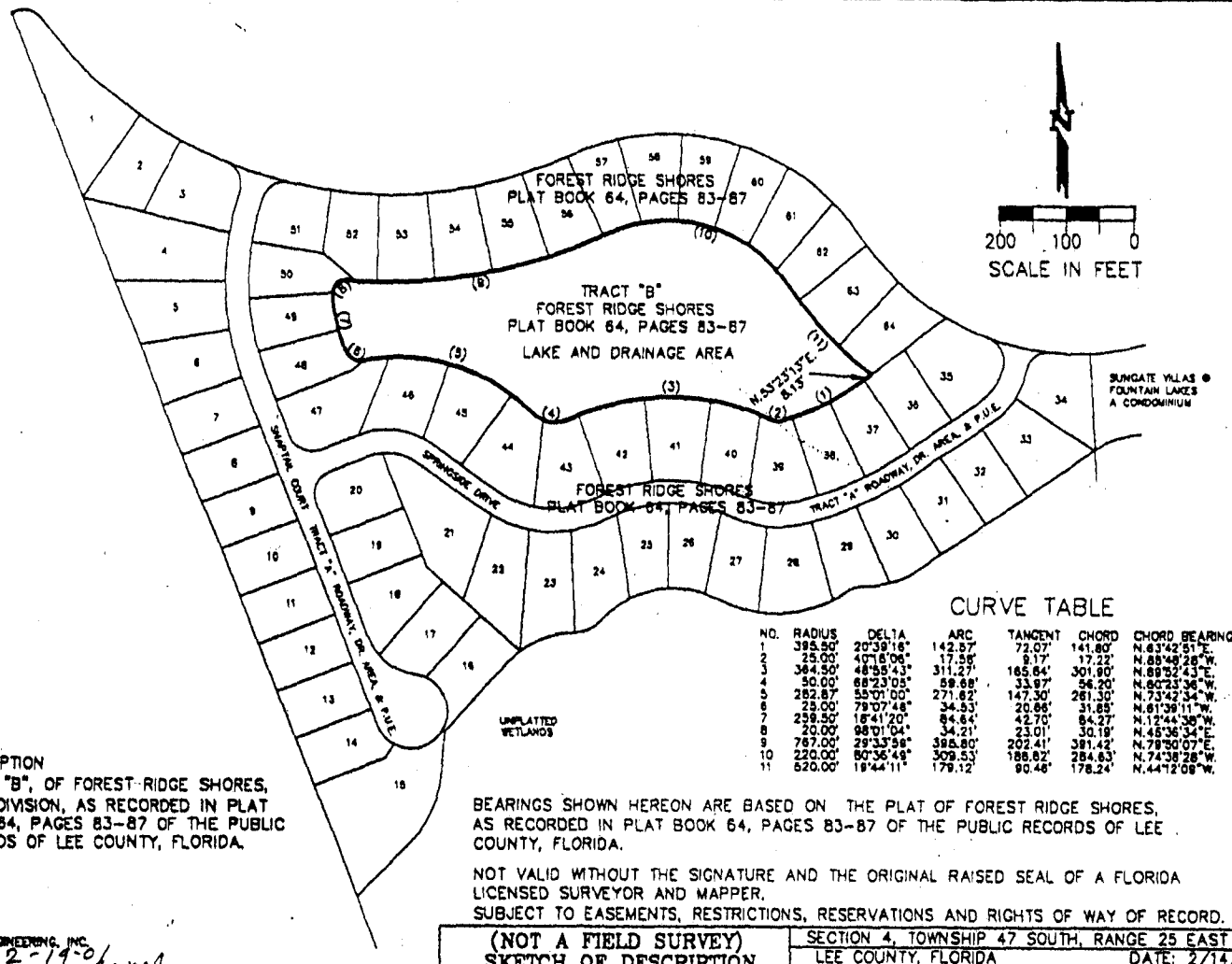
KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

(Sign)_____

(Print)Kathryn J. Tarnish
STATE OF MINNESOTA (SEAL)
COMMISSION #_____
My Commission Expires: 1-31-05

DR BK 03373 PG 3151

K:\FILES-2001\4027AM-SUP-4(RLD-022801)



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	395.50'	20°39'16"	142.57'	72.07'	141.80'	N.63°42'51"E.
2	25.00'	40°18'06"	17.58'	9.17'	17.22'	N.85°48'26"W.
3	364.50'	48°55'43"	311.27'	165.84'	301.90'	N.89°52'43"E.
4	50.00'	68°23'05"	59.68'	33.97'	56.20'	N.90°23'36"W.
5	282.87'	55°01'00"	271.62'	147.30'	261.30'	N.73°42'34"W.
6	25.00'	79°07'48"	34.53'	20.66'	31.85'	N.61°39'11"W.
7	259.50'	18°41'20"	84.64'	42.70'	84.27'	N.12°44'38"W.
8	20.00'	98°01'04"	34.21'	23.01'	30.19'	N.45°36'34"E.
9	767.00'	29°33'56"	395.80'	202.41'	391.42'	N.79°50'07"E.
10	220.00'	80°36'49"	309.53'	188.82'	284.63'	N.74°38'28"W.
11	620.00'	19°44'11"	179.12'	90.46'	178.24'	N.44°12'09"W.

DESCRIPTION
TRACT "B", OF FOREST RIDGE SHORES, A SUBDIVISION, AS RECORDED IN PLAT BOOK 64, PAGES 83-87 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF FOREST RIDGE SHORES, AS RECORDED IN PLAT BOOK 64, PAGES 83-87 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

INK ENGINEERING, INC.
DATE: 2-14-01

GORDON C. MEYERS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLA. CERTIFICATE NO. 2858

(NOT A FIELD SURVEY)
SKETCH OF DESCRIPTION
TRACT "B", LAKE & DRAINAGE AREA
FOREST RIDGE SHORES
PLAT BOOK 64, PAGS 83-87
LEE COUNTY, FLORIDA

SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA DATE: 2/14/01

INK ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS
(941) 931-0455 3660 CENTRAL AVE., SUITE 8, FT. MYERS, FLORIDA 33901

DWG. NO. 8476LAKESK
JOB NO.: 8476

OR BK 03373 PG 3152

4

PREPARED BY:
RICHARD D. DeBOEST, SR., ESQ
ATTORNEY AT LAW
POST OFFICE BOX 1470
FORT MYERS, FLORIDA 33902
TEL: (941) 334-1381

INSTR # 5078471
OR BK 03373 PG 3153
RECORDED 03/07/01 03:27 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DEPUTY CLERK K Cartwright

SUPPLEMENT #26 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 Amendments and Supplements thereto, 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 100' wide Florida Power and Light Company Easement for right-of-way parcel as described and depicted on attached Composite Exhibit "A" is by this supplement committed to the Protective Covenants as corporate common area with a use classification of drainage area.

DONE this 6th day of March, 2001.

WITNESSES:

(Sign) Mary E. Doughman
(Print) Mary E. Doughman
(Sign) Victoria J. Pease
(Print) Victoria J. Pease

KRAUS-ANDERSON®, INCORPORATED, a Minnesota corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, Executive Vice President

1st

(Sign) Mary E. Doughman
(Print) Mary E. Doughman
(Sign) Victoria J. Pease
(Print) Victoria J. Pease

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by **DANIEL W. ENGELSMA**, as Executive Vice President of **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

(Sign)_____

(Print) Kathryn J. Tarnish

STATE OF MINNESOTA (SEAL)

COMMISSION #_____

My Commission Expires: 1-31-05

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by **DANIEL W. ENGELSMA**, as President of **FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.**, 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)_____

(Print) Kathryn J. Tarnish

STATE OF MINNESOTA (SEAL)

COMMISSION #_____

My Commission Expires: 1-31-05

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

OR BK 03373 PG 3154

K:\FILES-2001\40275\JPP-36(RLD-022801)

INK ENGINEERING, INC.
ENGINEERS • SURVEYORS • PLANNERS
3660 CENTRAL AVE, SUITE 8 • FORT MYERS, FLORIDA 33901 • TEL (941) 931-0455 • FAX (941) 931-0456

COMPOSITE EXHIBIT "A"

FEBRUARY 15, 2001 1 OF 2
JOB NUMBER 8476
FILE: 8476FPLR.LGL

PART OF A 100' WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT FOR RIGHT OF WAY AS RECORDED IN DEED BOOK 228, PAGES 574-579) OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

DESCRIPTION

A TRACT OR PARCEL OF LAND, BEING AN EASEMENT FOR RIGHT-OF-WAY 100 FEET IN WIDTH LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED IN DEED BOOK 228, AT PAGE 574 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS FOLLOWS:

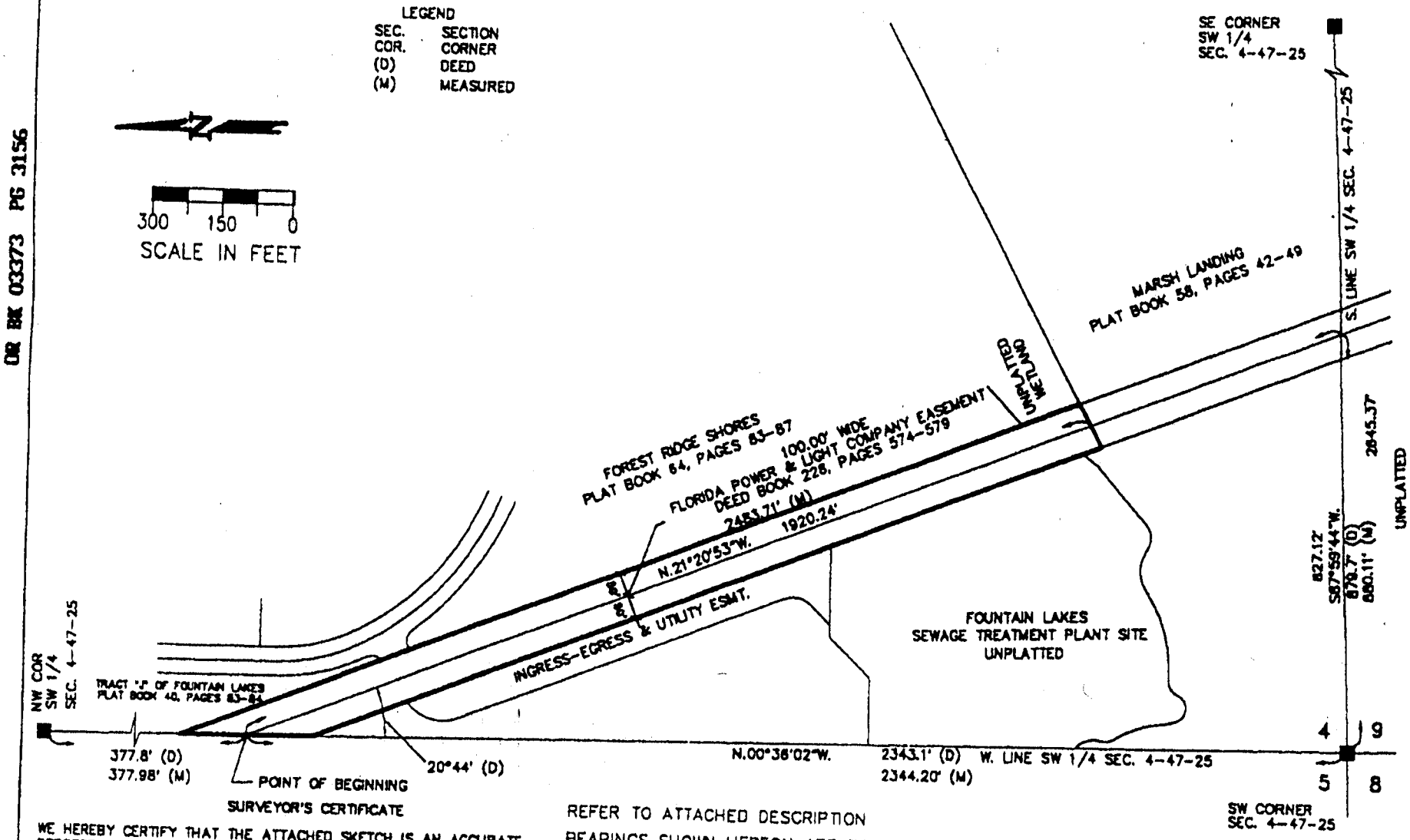
THE CENTERLINE OF THIS RIGHT-OF-WAY IS DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 4, WHICH POINT IS 2,343.1 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION AND 377.8 FEET SOUTH OF THE QUARTER SECTION CORNER ON SAID WEST LINE, RUN SOUTHEASTERLY AT AN ANGLE OF 20°44' FOR 1920.24 FEET TO NORTH LINE OF MARSH LANDING, A SUBDIVISION AS RECORDED IN PLAT BOOK 58, PAGES 42-49 OF SAID PUBLIC RECORDS. THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGATED TO MEET AT ANGLE POINTS AND LOT LINES.

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

GORDON D. MEIERS, FOR THE FIRM
PROFESSIONAL SURVEYOR MAPPER
FLORIDA CERTIFICATE NUMBER 2858

OR BK 03373 PG 3155

OR BK 03373 PG 3156



Page 2 of 2

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.

INK ENGINEERING, INC.
DATE: 2-14-01

GORDON D. MEERS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLA. CERTIFICATE NO. 2858

2 OF 2

REFER TO ATTACHED DESCRIPTION

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST BEING N.00°36'02"W.

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

(NOT A SURVEY)
SKETCH TO ACCOMPANY DESCRIPTION
PART OF SEC 4, TWP 47 S. RGE 25 E.
100' WIDE FPL EASMT. FOR R/W
LEE COUNTY, FLORIDA

SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
DATE: 01/06/94

INK ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS
TEL (941) 931-0453 | 3660 CENTRAL AVE (SUITE 8) FT. MYERS, FLORIDA 33901

DWG. NO. 8476FPLR
JOB NO.: 8476

INSTR # 5078472
OR BK 03373 PG 3157
RECORDED 03/07/01 03:27 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK K Cartwright

PREPARED BY:
RICHARD D. DeBOEST, SR., ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 1470
FORT MYERS, FLORIDA 33902
TEL: (941) 334-1381

SUPPLEMENT #27 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 Amendments and Supplements thereto, 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 – SANITARY SEWER SYSTEM

Pursuant to the authority reserved to the Declarant in Article IV, Paragraphs A. and G., the Declarant hereby grants to Fountain Lakes Sewer Corp., a Florida corporation and its successors and assigns (the sewer utility), a perpetual non-exclusive blanket easement, upon and across the committed portion of the Total Property including roadways, corporate common areas and land segments as are necessary or desirable for the purpose of constructing, operating, maintaining, improving and repairing a community-wide Sanitary Sewer System 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 interest of and proper for, Fountain Lakes.

Done this 14th day of March, 2001.

WITNESSES:

(Sign) Mary E. Doughman
(Print) Mary E. Doughman
(Sign) Victoria J. Pease
(Print) Victoria J. Pease

KRAUS-ANDERSON®, INCORPORATED, a Minnesota corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, Executive Vice President

(Sign) Mary E. Doughman
(Print) Mary E. Doughman
(Sign) Victoria J. Pease
(Print) Victoria J. Pease

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by **DANIEL W. ENGELSMA**, as Executive Vice President of **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

(Sign)_____

(Print) Kathryn J. Tarnish
STATE OF MINNESOTA (SEAL)
COMMISSION #_____
My Commission Expires: 1-31-05

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by **DANIEL W. ENGELSMA**, as President of **FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

(Sign)_____

(Print) Kathryn J. Tarnish
STATE OF MINNESOTA (SEAL)
COMMISSION #_____
My Commission Expires: 1-31-05

OR BK 03373 PG 3159

K:\FILES-2001\027SUPP-27(RLD-023001)

9

INSTR # 5078473
OR BK 03373 PG 3159
RECORDED 03/07/01 03:27 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 42.00
DEPUTY CLERK K Cartwright

PREPARED BY:
RICHARD D. DeBOEST, SR., ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 1470
FORT MYERS, FL 33902
Tel: (813) 334-1381

SUPPLEMENT #28 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 Amendments and Supplements thereto, 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 South Wetlands Area parcel, the Northeast Wetlands Area parcel and the North Entrance Road parcel described on Attached Composite Exhibit "A" are by this supplement committed to the Protective Covenants as Corporate Common Areas.

DONE this 12th day of March, 2001.

WITNESSES:

(Sign) Mary E. Doughman
(Print) Mary E. Doughman
(Sign) Victoria J. Pease
(Print) Victoria J. Pease

KRAUS-ANDERSON®, INCORPORATED,
a Minnesota corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, Executive Vice President

(Sign) Mary E. Doughman
(Print) Mary E. Doughman
(Sign) Victoria J. Pease
(Print) Victoria J. Pease

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by **DANIEL W. ENGELSMA**, as Executive Vice President of **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did not take an oath.



NOTARY PUBLIC:
(Sign)_____
(Print) Kathryn J. Tarnish
STATE OF MINNESOTA (SEAL)
COMMISSION #_____
My Commission Expires: 1-31-05

STATE OF MINNESOTA)
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by **DANIEL W. ENGELSMA**, as President of **FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.**, 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)_____
(Print) Kathryn J. Tarnish
STATE OF MINNESOTA (SEAL)
COMMISSION #_____
My Commission Expires: 1-31-05

OR BK 03373 PG 3160

K:\FILES-2001\402752\PP-26(RD-022v04)

COMPOSITE EXHIBIT "A"

Consisting of 7 Pages

INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

6320 BEAU DR. • N. FT. MYERS, FL 33903 • (813) 995-8500 • FAX (813) 997-3407

JOB NUMBER 8476-GR
FILE: 8476GRDE.LGL
DECEMBER 13, 1993

SOUTH WETLANDS AREA

DESCRIPTION

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

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.00°36'02"E. ALONG THE WEST LINE OF SAID SOUTHWEST ONE QUARTER FOR 236.83 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY POWER LINE EASEMENT DESCRIBED IN DEED BOOK 228 AT PAGES 574-579 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.21°20'53"E. ALONG SAID NORTHEASTERLY LINE FOR 1916.21 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

FROM SAID POINT OF BEGINNING; THENCE N.45°39'05"E. FOR 110.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 41°20'13" FOR 119.04 FEET TO THE POINT OF TANGENCY; THENCE N.04°18'52"E. FOR 60.74 FEET; THENCE N.41°36'59"E. FOR 138.92 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 48°22'14" FOR 113.97 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 48°32'46" FOR 42.36 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF 75°28'02" FOR 190.99 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 195.00 FEET AND A CENTRAL ANGLE OF 61°48'59" FOR 210.39 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 35°45'58" FOR 18.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 35°04'04" FOR 91.81 FEET TO THE POINT OF TANGENCY; THENCE N.55°47'25"E. FOR 318.90 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS

(CONTINUED)

OR BK 02373 PG 3151

JOB NUMBER 8476-GR
FILE: 8476GRDE.LGL
DECEMBER 13, 1993

ELEMENTS A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 40°38'12" FOR 95.75 FEET TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 08°18'50" FOR 217.66 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF 25°11'38" FOR 92.34 FEET TO THE POINT OF TANGENCY; THENCE N.62°55'08"E. FOR 244.28 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, TAMIAMI TRAIL); THENCE S.06°41'21"E. FOR 41.14 FEET; THENCE S.61°54'00"W. FOR 1901.38 FEET; THENCE N.21°20'53"W. FOR 130.09 ALONG THE AFOREMENTIONED NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY POWER LINE EASEMENT FEET TO THE POINT OF BEGINNING.

CONTAINING 8.056 ACRES MORE OR LESS.

BEARINGS MENTIONED HEREIN ARE BASED UPON THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST BEING S.00°36'02"E.

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

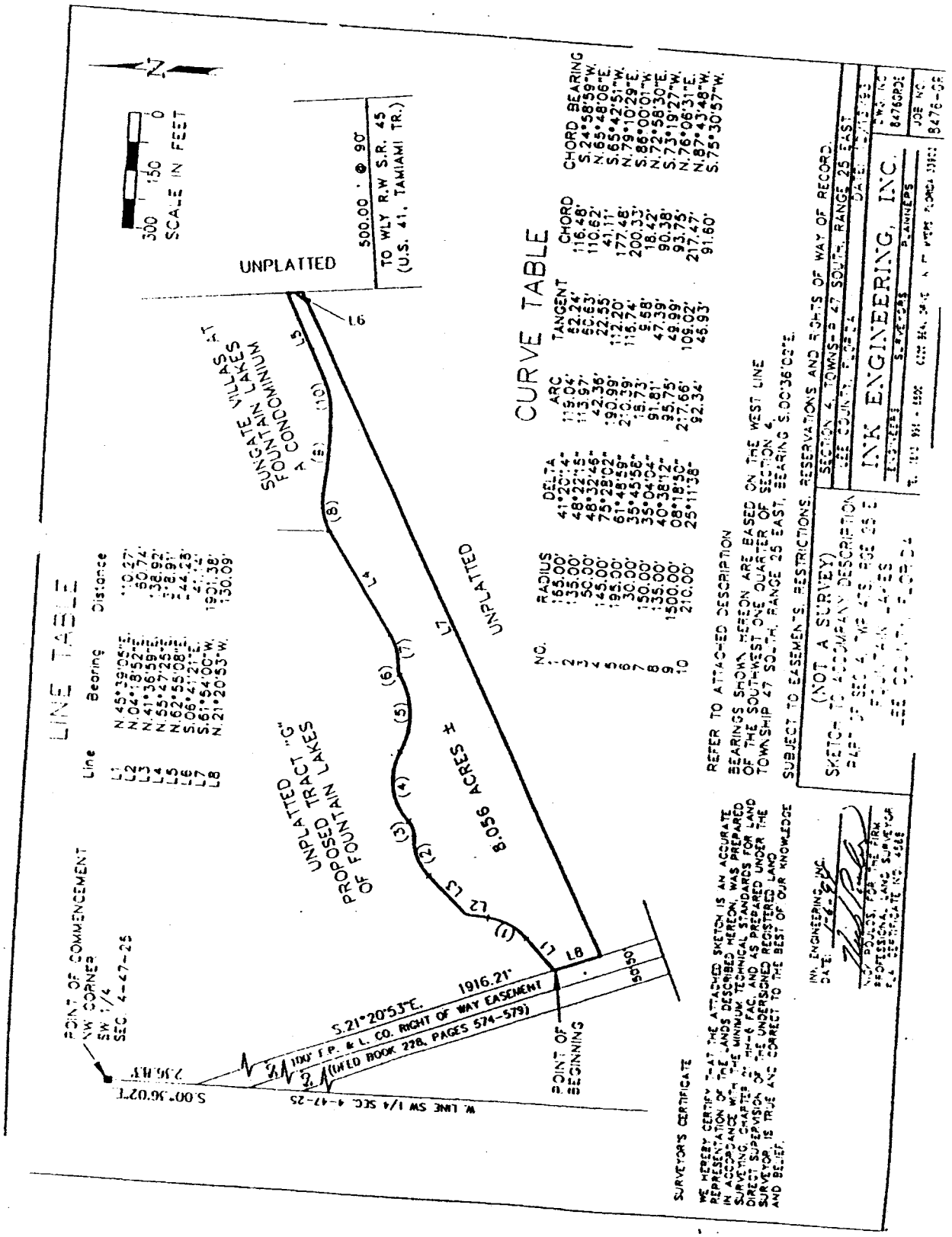
REFER TO 8 1/2" X 11" SKETCH.

INK ENGINEERING INC.

Nick Poulos 1-6-94

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

OR BK 03573 PG 3162


N
SCALE IN FEET
300 150 0
UNPLATTED
500.00' @ 90°
TO WLY R.W S.R. 45
(U.S. 41, TAMIAMI TR.)
L6
L5
SUNGATE VILLAS AT
FOUNTAIN LAKES
A CONDOMINIUM
(9)
(10)
(8)
L4
L7
UNPLATTED
8.056 ACRES ±
UNPLATTED TRACT "G"
PROPOSED TRACT LAKES
OF FOUNTAIN LAKES
(1) (2) (3) (4) (5) (6) (7)
L1 L2 L3
L8
POINT OF COMMENCEMENT
NW CORNER
SW 1/4
SEC. 4-47-25
S.00°36'07"E.
2364.87'
W. LINE SW 1/4 SEC. 4-47-25
S.21°20'53"E. 1916.21'
100' F.P. & L. CO. RIGHT OF WAY EASEMENT
(DEED BOOK 228, PAGES 574-579)
POINT OF BEGINNING
80.00'
LINE TABLE
Line Bearing Distance
L1 N 45°39'05"E. 100.27'
L2 N.04°18'52"E. 80.74'
L3 N.41°36'59"E. 132.92'
L4 N.55°47'25"E. 318.91'
L5 N.62°55'08"E. 244.28'
L6 S.06°41'21"E. 21.12'
L7 S.61°54'00"W. 1901.38'
L8 N.21°20'53"W. 130.09'
CURVE TABLE
NO. RADIUS DELTA ARC TANGENT CHORD CHORD BEARING
1 165.00' 41°20'14" 119.04' 62.24' 116.48' S.24°58'59"W.
2 135.00' 48°22'15" 113.97' 60.63' 110.62' N.65°48'06"E.
3 50.00' 48°32'46" 42.36' 22.55' 41.11' S.65°42'51"W.
4 145.00' 75°28'02" 190.99' 112.20' 177.48' N.79°10'29"E.
5 195.00' 61°48'59" 210.39' 116.74' 200.33' S.86°00'01"W.
6 30.00' 35°45'58" 18.73' 9.58' 18.42' N.72°58'30"E.
7 150.00' 35°04'04" 91.81' 47.39' 90.38' S.73°19'27"W.
8 135.00' 40°38'12" 95.75' 49.99' 93.75' N.76°06'31"E.
9 1500.00' 08°18'30" 217.66' 109.02' 217.47' N.87°43'48"W.
10 210.00' 25°11'38" 92.34' 46.93' 91.60' S.75°30'57"W.
REFER TO ATTACHED DESCRIPTION
BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTH-WEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEARING S.00°36'07"E.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD
SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
(NOT A SURVEY)
INK ENGINEERING, INC.
ENGINEERS PLANNERS
8476PDE
JOB NO. 8476-DE
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 21HH-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.
INK ENGINEERING, INC.
DATE:
NOT VALID FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4588

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

MARCH 27, 1990
JOB NUMBER 8476

NORTHEAST WETLANDS AREA
(FOUNTAIN LAKES)

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, TOWNHSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°33'12"W. ALONG THE NORTH LINE OOF SAID NORTHWEST ONE QUARTER OF SAID SECTION 4, AND THE CENTERLINE OF WILLIAMS ROAD AS RECORDED IN COUNTY COMMISSION MEETINGS BOOK 6 AT PAGE 52, 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 30.18 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.04°51'17"W. FOR 263.50 FEET ALONG SAID PARALLEL LINE; THENCE N.85°08'39"W. FOR 175.00 FEET; THENCE N.60°08'43"W. FOR 185.00 FEET; THENCE N.08°51'24"W. FOR 147.82 FEET; THENCE N.88°33'12"E. FOR 380.00 FEET ALONG THE SOUTHERLY RIGHT OF WAY (30.00 FEET FROM CENTERLINE) OF THE AFORMENTIONED WILLIAMS ROAD TO THE POINT OF BEGINNING

THE BEARINGS MENTIONED HEREIN ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST BEARING S.87°59'44"W.

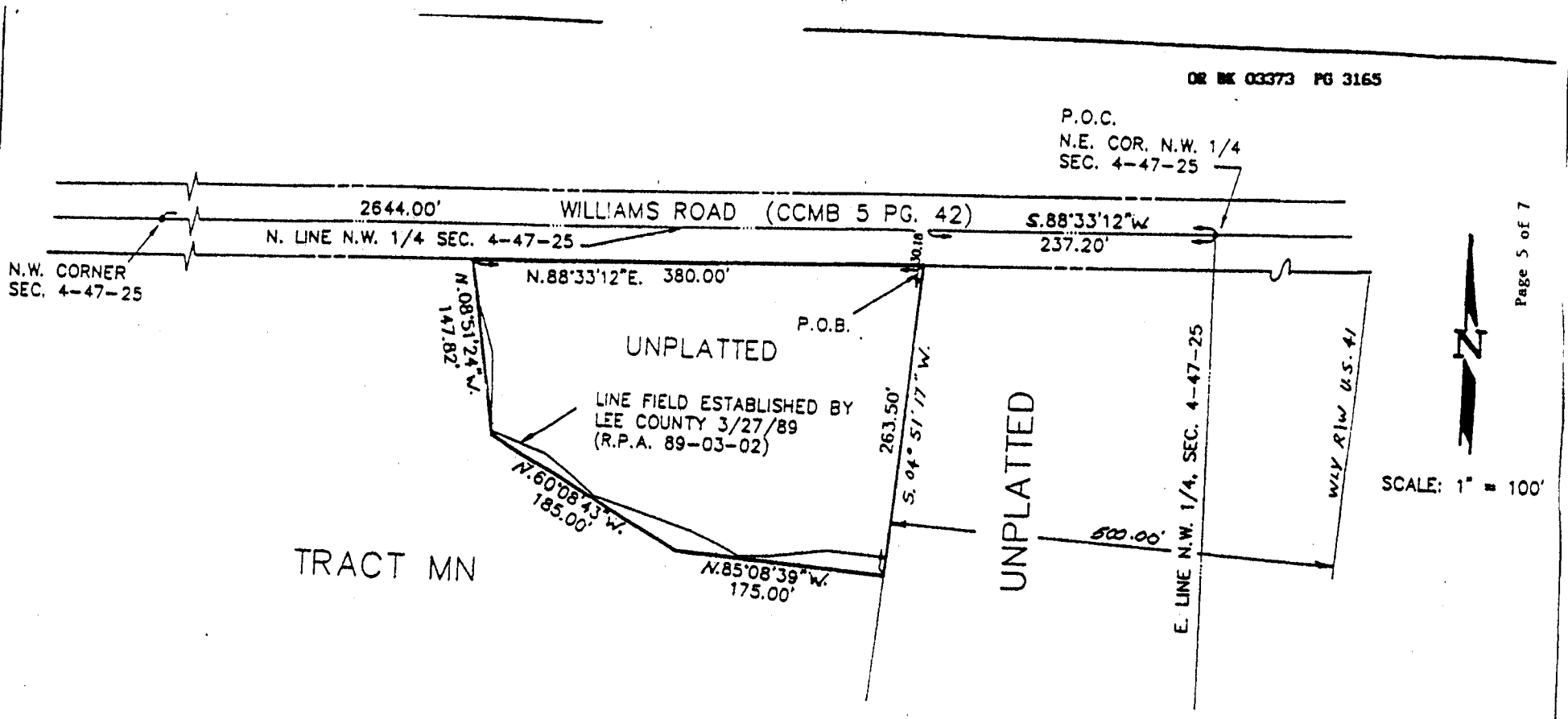
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

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

INK ENGINEERING INC.

1-6-94

NICK POULOS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 4568



REFER TO ATTACHED DESCRIPTION
INK ENGINEERING, INC.

BEARINGS SHOWN HEREON ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEARING S.87°59'44"W.

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

1-6-94

NICK POULOS
FLA. P.L.S. NO. 4568
NOT VALID UNLESS SEALED WITH THE PROFESSIONAL'S SEAL.

(SKETCH NOT A SURVEY)

PART OF
SECTION 4, TWP. 47 S. RGE. 23 E.
LEE COUNTY, FLORIDA

DATE	3/27/90
SCALE	1=100
DRAWN	N.P.
CHECK	N.P.
APPROVED	N.P.

INK ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS
TEL. (813) 995 - 8500 6320 BEAU DRIVE N. FT. MYERS, FLORIDA 33903

JOB NO.: 0 4 7 C

INK ENGINEERING, INC.
ENGINEERS • SURVEYORS • PLANNERS
3660 CENTRAL AVE. SUITE 8 • FORT MYERS, FLORIDA 33901 • TEL (941) 931-0455 • FAX (941) 931-0456

AUGUST 22, 2000
JOB NUMBER 8476
8476RSK1.LGL

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

DESCRIPTION OF PARCEL

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

FROM THE POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 4; THENCE N.88°25'47"E. ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) FOR 118.32 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 45 (U.S. 41)(68 FEET WEST, PERPENDICULAR TO THE CENTERLINE SURVEY OF SAID STATE ROAD 45); THENCE S.06°41'21"E. ALONG SAID RIGHT OF WAY FOR 443.59 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE CONTINUE S.06°41'21"E. FOR 153.00 FEET TO THE NORTH LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (FOUNTAIN LAKES BLVD.) AS DESCRIBED IN OFFICIAL RECORD BOOK 1976, PAGES 175-191 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THENCE S.83°18'39"W. ALONG SAID NORTH LINE OF SAID INGRESS-EGRESS AND UTILITY EASEMENT FOR 500.00 FEET; THENCE LEAVING SAID EASEMENT, N.06°41'21"W. FOR 153.00 FEET; THENCE N.83°18'39"E. FOR 500.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.7562 ACRES MORE OR LESS.

SUBJECT TO A 40 FEET BY 40 FEET UTILITY EASEMENT AND A 40 FEET WIDE INGRESS-EGRESS EASEMENT DESCRIBED BY INK ENGINEERING, INC., RECORDING DATA UNKNOWN.

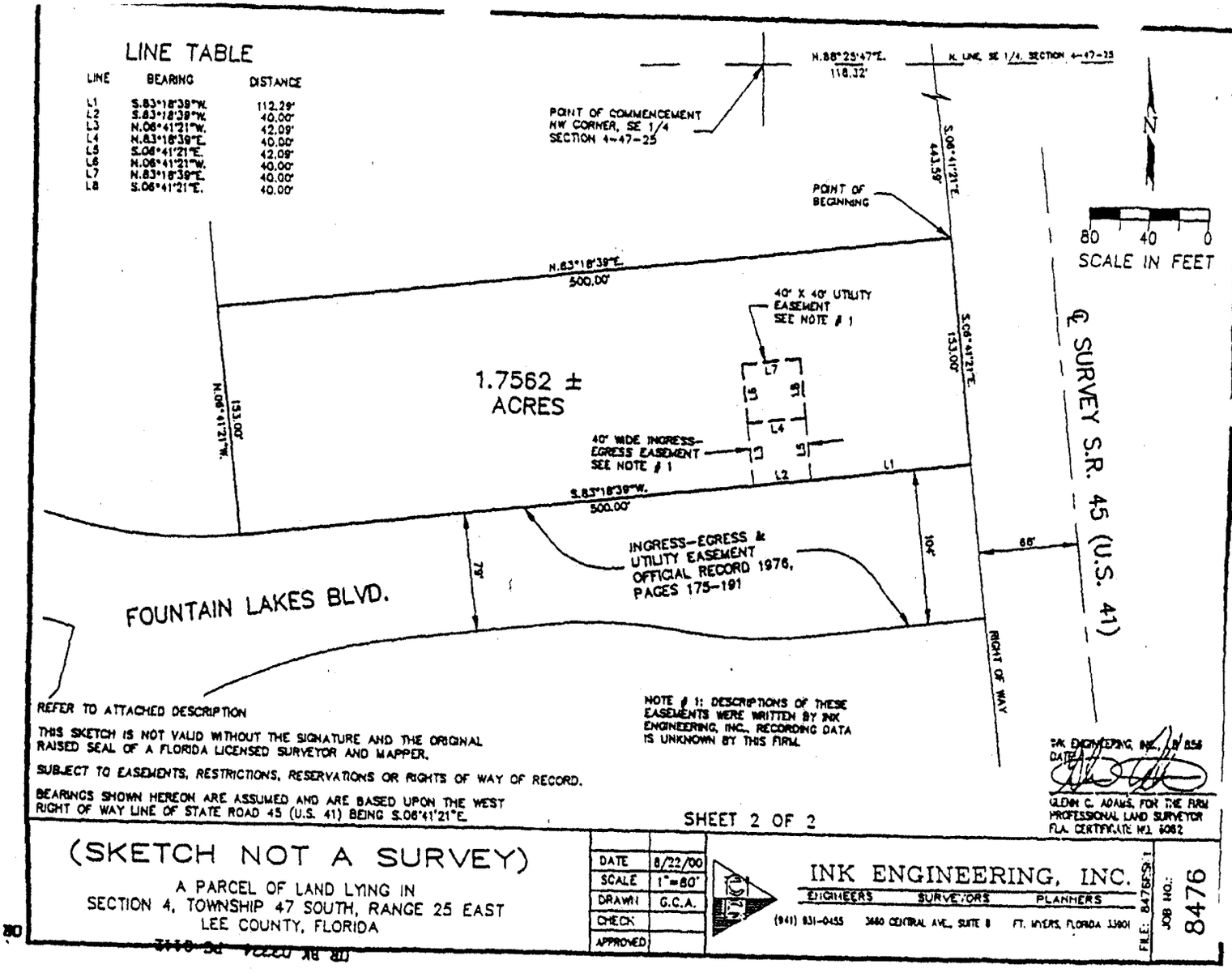
SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

REFER TO 8 1/2" X 11" SKETCH. (SHEET 2 OF 2)

INK ENGINEERING, INC., LB 856

GLENN C. ADAMS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FL. CERT. NO. 6062

OR BK 03373 PG 3166



REFER TO ATTACHED DESCRIPTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

BEARINGS SHOWN HEREON ARE ASSUMED AND ARE BASED UPON THE WEST RIGHT OF WAY LINE OF STATE ROAD 45 (U.S. 41) BEING S.06°41'21"E.

NOTE # 1: DESCRIPTIONS OF THESE EASEMENTS WERE WRITTEN BY INK ENGINEERING, INC., RECORDING DATA IS UNKNOWN BY THIS FIRM.

INK ENGINEERING, INC., LB 856
DATE

GLENN C. ADAMS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLA. CERTIFICATE NO. 5082

SHEET 2 OF 2

(SKETCH NOT A SURVEY)

A PARCEL OF LAND LYING IN
SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DATE	8/22/00
SCALE	1"=80'
DRAWN	G.C.A.
CHECK	
APPROVED	

INK ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS
(941) 831-0455 3660 CENTRAL AVE., SUITE B FT. MYERS, FLORIDA 33901

FILE: 8476ESK1

JOB NO: 8476

OR BK 03373 PG 3167

2

INSTR # 5078474
OR BK 03373 PG 3168
RECORDED 03/07/01 03:27 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK K Cartwright

PREPARED BY:
RICHARD D. DeBOEST, SR., ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 1470
FORT MYERS, FL 33902
Tel: (813) 334-1381

SUPPLEMENT #29 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 Amendments and Supplements thereto, 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:

EASEMENT OF VIEW, USE AND ENJOYMENT-GOLF COURSE

Pursuant to the authority reserved to the Declarant in Article IV, the Declarant hereby grants to Fountain Lakes owners from time to time, a perpetual non-exclusive easement, upon and across the Golf Course property for the purpose of the valuable view it affords to adjacent living units, use and enjoyment by them, their tenants and invitees including rights of ingress, egress and access. To this end, the Golf Course shall not be abandoned or sold, nor its primary use changed. Declarant has made the determination that the above shall be in the best interest of and proper for, Fountain Lakes.

DONE this 6th day of March, 2001.

WITNESSES:

(Sign) Mary E. Doughman
(Print) Mary E. Doughman
(Sign) Victoria J. Pease
(Print) Victoria J. Pease

KRAUS-ANDERSON®, INCORPORATED, a Minnesota corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, Executive Vice President

(Sign) Mary E. Doughman
(Print) Mary E. Doughman
(Sign) Victoria J. Pease
(Print) Victoria J. Pease

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

By Daniel W. Engelsma
DANIEL W. ENGELSMA, President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by **DANIEL W. ENGELSMA**, as Executive Vice President of **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

(Sign) _____

(Print) Kathryn J. Tarnish

STATE OF MINNESOTA (SEAL)

COMMISSION # _____

My Commission Expires: 1-31-05

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

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NOTARY PUBLIC:

(Sign) _____

(Print) Kathryn J. Tarnish

STATE OF MINNESOTA (SEAL)

My Commission # _____

My Commission Expires: 1-31-05

KATHRYN J. TARNISH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005