

EXHIBIT "B" TO SUPPLEMENT #5

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DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
FOUNTAIN LAKES SECTION I & J

KRAUS-ANDERSON, INCORPORATED, a Minnesota
corporation

to

ALL PRESENT AND FUTURE OWNERS OF lots located
in Fountain Lakes Section I & J 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 (the "PROTECTIVE COVENANTS") at Official Record Book 1938, Page
460; and

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

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

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

1. FLOOD ELEVATION DISCLOSURE.

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

2. RESIDENTIAL PURPOSES.

No Lot in Fountain Lakes Section I & J shall be used for other than
single-family residential purposes, except that Lots or portions of Lots may be

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used by home builders for temporary offices, sales offices or model homes. Residential purposes include single-family dwellings and attached garages, and storage buildings.

3. LAND USE.

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

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

C. All buildings shall be of new and durable good quality material 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 lot, said construction must proceed at a reasonable rate of progress and must be completed within six (6) months from the date of the start of construction. Start of construction is defined as the date a building permit is issued. Completion will be deemed to be the date a certificate of occupancy is issued.

4. ARCHITECTURAL CONTROL.

A. The Grantor intends to establish a Neighborhood Association which is to be known as Fountain Lakes Section I & J, 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

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

C. Appropriate submissions to the Neighborhood Association shall include a site plan, survey, a complete set of "working drawings", a landscape plan, and exterior color selections by name, number and source for stucco walls, wood 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 installations. The intent of this provision is to maintain the quality and character of the subdivision for the benefit of all lot owners.

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

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Neighborhood Association may, in addition to all other remedies contained herein, record against the owner's lot a notice stating that the improvements on the lot fail to meet the requirements of this Declaration.

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

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

5. LOT PREPARATION.

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

6. EASEMENTS.

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

7. REFUSE DISPOSAL.

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

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

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

8. SIGNS.

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

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

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

C. The Grantor is exempted from this paragraph.

9. NUISANCE.

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

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

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

10. UNDERGROUND UTILITY LINES AND SERVICES.

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

11. PROHIBITED STRUCTURES.

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

B. No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the plot have first been approved in

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writing by the Neighborhood Association. Any signs to be used in conjunction with any tent or temporary structure must also be approved in writing by the Neighborhood Association. No accessory structure shall be permitted except by the prior written approval of the Neighborhood Association.

12. PETS AND ANIMALS.

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

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

A. Operable automobiles may be kept or parked only on paved driveways, on paved parking pads, in houses or in enclosed garages or on the street as approved by the Neighborhood Association. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, commercial trucks including pick-up trucks, vans, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers and tractors must be kept within an enclosed garage or storage building. Notwithstanding the foregoing prohibition, guests of the owner of a lot visiting for less than 15 days in any 30 day period may park their vehicles on unenclosed paved areas of the lot.

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

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

14. MAINTENANCE OF PREMISES.

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

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

15. MAINTENANCE OF PREMISES.

A. No trailer, shack, garage, barn or other out buildings shall be used on any lot at any time either temporarily or permanently unless approved by the Neighborhood Association and the Corporation. No owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended by Grantor to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, without the specific written permission of the Corporation.

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

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

16. COLORS.

No exterior colors on any structure shall be permitted that, in the sole judgment of the Association, would be inharmonious or incongruous with Fountain Lakes or the particular neighborhood. Any future exterior color changes desired by owners must be first approved in writing by the Neighborhood Association in accordance with this Section 19.

17. FACTORY-BUILT STRUCTURES.

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

18. LANDSCAPING.

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

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

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 reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Neighborhood Association. A flagpole for display of the American flag or any other flag shall be permitted if first approved in writing by the Neighborhood Association. Both its design and location must be first approved in writing by the Neighborhood Association. An approved flagpole shall not be used as an antenna.

21. OUTDOOR EQUIPMENT.

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

22. AIR CONDITIONING AND HEATING EQUIPMENT.

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

23. SOLAR COLLECTORS.

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

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24. WALLS, FENCES AND SHUTTERS.

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

25. LIGHTING.

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

26. CLOTHES DRYING AREA.

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

27. FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

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

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

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

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

29. SUBDIVISION AND REGULATION OF LAND.

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

B. An owner shall not inaugurate or implement any variation from, modification to or amendment of the Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to Fountain Lakes Unit One, Section J, to the properties or any lot, without the prior written approval of Grantor.

30. OWNER AND MEMBER COMPLIANCE.

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

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

31. FOUNTAIN LAKES SECTION I & J NEIGHBORHOOD ASSOCIATION.

A. In order to provide for the continuing operation and management of Fountain Lakes Section I & J, each Grantee and each of the Grantee's heirs,

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successors and assigns shall by virtue of being the owner of any residential site or parcel shall be a member of the Fountain Lakes Section I & J Neighborhood Association, Inc.

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

32. TERM.

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land, and shall be deemed for the benefit of all lands in the subdivision, and it shall remain in full force for ninety-nine (99) years from the date of the recording of this instrument, after which they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots in the subdivision it is agreed to change them in whole or in part.

33. DEFINITIONS.

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

34. SEVERABILITY.

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

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35. MODE OF ENFORCEMENT.

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

36. INTERPRETATION.

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

37. AMENDMENT.

This declaration may be amended by an instrument executed by the owners of 67% of the lots in the subdivision provided, however, that so long as Grantor owns any land within the total Fountain Lakes Project, Grantor reserves the right to and may without notice to or the joinder of any other person amend this Declaration and any of the Neighborhood Association Documents and no amendment by lot owners other than Grantor shall be effective without the written joinder of Grantor. Provided, however, that this paragraph shall not be used to change the residential character of the property. Provided, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the day and year first above written.

KRAUS-ANDERSON, INCORPORATED

Michelle M. Morgan
Witness #1

Marilyn A. Pantan
Witness #2

By: Dan Engelsma
DAN ENGELSMAN, Executive Vice
President

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JOB NUMBER 8476

EXHIBIT "A"

FOUNTAIN LAKES TRACT "I"

LEGAL DESCRIPTION

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

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE N.88°25'47"E. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 190.06 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 190.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 4 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N.0°07'56"W. ALONG SAID PARALLEL LINE FOR 1190.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 830.00 FEET AND A CENTRAL ANGLE OF 7°15'30" FOR 105.15 FEET; THENCE N.89°52'04"E. FOR 81.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 31°38'38" FOR 245.77 FEET TO THE POINT OF TANGENCY; THENCE S.58°29'18"E. FOR 163.15 FEET TO THE POINT OF CURVATURE OF 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 90.00 FEET AND A CENTRAL ANGLE OF 62°32'18" FOR 98.23 FEET TO A 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 150.00 FEET AND A CENTRAL ANGLE OF 83°37'14" FOR 218.92 FEET TO THE POINT OF TANGENCY; THENCE S.37°24'21"E. FOR 260.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 33°29'15" FOR 111.05 FEET; THENCE S.3°05'27"E. FOR 340.00 FEET; THENCE S.86°54'33"W. FOR 58.39 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 26°40'19" FOR 116.38 FEET TO THE POINT OF TANGENCY; THENCE S.60°14'15"W. FOR 3.86 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 79°35'31" FOR 409.80 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 148°52'13" FOR 649.57 FEET TO A 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 175.00 FEET AND A CENTRAL ANGLE OF 64°51'29" FOR 198.10 FEET TO A POINT OF

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COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE
SOUTHEAST; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF
SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET AND A
CENTRAL ANGLE OF $64^{\circ}47'24''$ FOR 28.27 FEET TO THE POINT OF
TANGENCY; THENCE $S.0^{\circ}07'56''E.$ FOR 238.77 FEET; THENCE
 $S.89^{\circ}52'04''W.$ FOR 100.00 FEET; THENCE $N.0^{\circ}07'56''W.$ FOR 409.61
FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE
LYING AND BEING IN LEE COUNTY, FLORIDA. CONTAINING 26.34 ACRES
MORE OR LESS.

OCTOBER 26, 1987
JOB NUMBER 8476

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FOUNTAIN LAKES TRACT "J"

LEGAL DESCRIPTION

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

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE N.0°07'56"W. ALONG THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 4 FOR 1729.72 FEET; THENCE N.89°52'04"E. FOR 10.00 FEET TO A RADIAL INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 25°18'40" FOR 212.05 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 770.00 FEET AND A CENTRAL ANGLE OF 25°18'40" FOR 340.16 FEET TO THE POINT OF TANGENCY, BEING A POINT ON A LINE PARALLEL WITH AND 130.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 4; THENCE S.0°07'56"E. ALONG SAID PARALLEL LINE FOR 1635.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 25°44'36" FOR 197.69 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 69°34'13" FOR 36.43 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN DEED BOOK 228 AT PAGES 574 THROUGH 579 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.21°20'53"W. ALONG SAID EASTERLY LINE FOR 459.69 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST ONE QUARTER OF THE AFOREMENTIONED SECTION 4; THENCE N.0°36'02"W. ALONG SAID WEST LINE FOR 236.83 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE LYING AND BEING IN LEE COUNTY, FLORIDA. CONTAINING 5.69 ACRES MORE OR LESS.

