



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SUNGATE VILLAS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 29, 1990, as shown by the records of this office.

The document number of this corporation is N38893.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
day of
2nd July, 1990.



Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
SUNGATE VILLAS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC.
(A NONPROFIT FLORIDA CORPORATION)

ARTICLE I

The name of this corporation is Sungate Villas At Fountain Lakes Condominium Association, Inc.

ARTICLE II

The purpose for which this corporation is organized is to act as the governing association of the proposed Sungate Villas At Fountain Lakes, a condominium, located in Estero, Lee County, Florida.

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 Condominium unit in the Condominium shall by virtue of such ownership be a member of this corporation. Provided however, that transfer of membership shall be made only as a part of and incident to the transfer of ownership of a condominium unit with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing record title to a unit in the condominium and the delivery of notice to the Association of such recordation. The owner designated by such instrument thereby becomes a member of the Association and the membership of the previous owner is thereby terminated.

ARTICLE IV

This corporation shall exist perpetually.

ARTICLE V

The name and residence of the Incorporator is as follows:

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

The rights and interests of the incorporator shall automatically terminate when these Articles are filed with the Secretary of State.

ARTICLE VI

The affairs of the corporation are to be managed initially by a Board of three Directors who will be appointed by the Developer as provided for in the By-Laws. Subsequent Boards may be composed of any odd number of Directors up to five (5).

ARTICLE VII

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

DANIEL ENGELSMA - President
TORE WISTROM - Vice President/Treasurer
BRUCE W. ENGELSMA - Secretary

ARTICLE VIII

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

DANIEL ENGELSMA
523 South Eighth Street
Minneapolis, MN 55404

TORE WISTROM
2510 Minnehaha Avenue
Minneapolis, MN 55404

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

ARTICLE IX

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

ARTICLE X

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

After turnover, an Amendment may be proposed by either the Board of Directors or by Ten Percent (10%) 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; prior to turnover by the Directors alone.

After turnover, the Amendment must be approved by a vote of 67% of the voting interests of the corporation; prior to turnover, by the Directors alone.

ARTICLE XI

Each unit in the Condominium shall have one 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 and By-Laws.

ARTICLE XIV

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

ARTICLE XV

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

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 22^d day of JUNE, 1990.

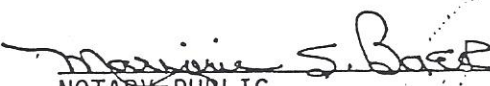

_____(SEAL)
RICHARD D. DeBOEST

STATE OF FLORIDA

COUNTY OF LEE

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

WITNESS my hand and seal this 22nd day of June, 1990.



NOTARY PUBLIC

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 15, 1995

RECEIVED THIS GENERAL SEAL AND

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EXHIBIT "D"

RULES AND REGULATIONS

1. Only passenger automobiles and non-commercial pickup trucks and vans may be parked in the areas provided for that purpose. Boats, commercial trucks, campers and recreational vehicles may be parked only in garages and shall not be parked on the grounds for longer than 24 hours without approval of the Association. Bicycles shall be parked only in such areas as may be designated for that purpose.

2. Use of the Community Association recreational facilities will be in such manner as to respect the rights of others, and the Community Association may regulate such use.

3. No radio or television antenna or any wiring for any purpose may be installed on the exterior of the building without the written consent of the Association and the Community Association.

4. In order to maintain uniformity of exterior appearance, no sign, advertisement, notice, object, awning, screen, plastic or glass enclosure shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the condominium property visible from the exterior of the buildings or from common areas without the prior written consent of the Association to maintain uniformity of exterior appearance. In certain instances Community Association approval will also be necessary.

5. All common elements inside and outside the buildings will be used for their designed purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.

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6. All units shall be used for residential purposes only. Occupancy of individual residential units shall not exceed six (6) persons without advance permission in writing from the Board of Directors or their designates.

7. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units within the condominium units.

8. Usual non-exotic household pets (with the exception of pit bulls and snakes, which are prohibited) may be kept on the premises by owners but not by guests or tenants provided, however, that if the Board of the Association shall determine that any such pet shall become a nuisance to other unit owners, the pet shall be removed from the premises. Pets shall be kept caged or on hand held leash when outside a unit. Dogs that are prone to bark are not permitted to be kept unattended in screened lanais.

9. All persons occupying residential units other than the owners shall be registered with the manager or other designate of the Association, at or before the time of occupancy of the unit. This includes tenants.

10. A unit owner may lease his residential unit for a minimum term of one month and not more than three times in a calendar year. The Association shall require prior approval. A copy of the house rules must be given to the tenants by or on behalf of the unit owners.

11. The Association shall retain a pass key to the premises, and the unit owner shall provide the Association with a key for the use of the Association pursuant to its statutory right of access to the premises.

12. There is no minimum age of children who may live in the condominium. It is well recognized, however, that children, particularly young children, may become a source of annoyance to adults. For this reason the activities and

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behavior of all children when upon the condominium's property shall be regulated by an adult, including physical supervision where necessary. The Directors, or their designated representative, shall at all times have the authority to reasonably require that the owner, lessee, guest or other adult who is responsible for a particular child remove him from any common element if the child's conduct is such that they believe this action is necessary.

13. These rules and regulations shall apply to owners, their family, tenants, guests and invitees.

14. All of the provisions and limitations of the Protective Covenants and Restrictions of the Fountain Lakes Community Association are incorporated herein by reference.

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EXHIBIT "F"

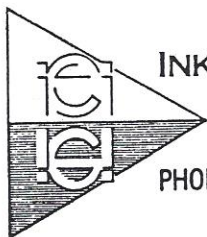
SUNGATE VILLAS AT FOUNTAIN LAKES

PERCENTAGES OF OWNERSHIP OF THE COMMON ELEMENTS

Each unit in the Condominium will be apportioned an equal share in the common expenses and ownership of the common elements as follows:

That fraction the numerator of which is 1 and the denominator of which is the total number of units which have been submitted to the condominium form of ownership from time to time by the Declaration and Amendments thereto, which total shall not exceed 23.

01/24/00 001700



INK ENGINEERING INC.

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PLANNERS

PHONE (813) 995-8500

6320 BEAU DRIVE

NORTH FORT MYERS, FLORIDA 33903

JULY 16, 1990

JOB NUMBER 8476-R

NOT COMMITTED AT THIS TIME

EXHIBIT "E"

SUNGATE VILLAS AT FOUNTAIN LAKES,
A CONDOMINIUM, A PHASE CONDOMINIUM

PHASE 3

DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 383.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.06°41'21"E. FOR 765.46 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGE 175, LEE COUNTY, FLORIDA; THENCE CONTINUE S.06°41'21"E. FOR 511.77 FEET; THENCE S.62°55'08"W. FOR 167.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.62°55'08"W. FOR 76.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 210.00 FEET, CENTRAL ANGLE 25°11'38"; THENCE SOUTHWESTERLY FOR 92.34 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 1500.0 FEET, CENTRAL ANGLE 0°57'39"; THENCE WESTERLY FOR 25.16 FEET ALONG THE ARC OF SAID CURVE; THENCE N.0°55'35"W, RADIALLY FOR 94.66 FEET; THENCE N.47°55'04"E. FOR 164.15 FEET; THENCE S.22°57'41"E. FOR 158.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.522 ACRES MORE OR LESS.

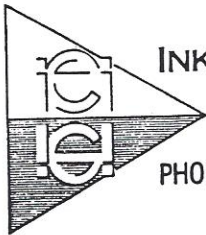
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

BEARINGS ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHWESTERLY QUARTER OF SAID SECTION 4 BEING S.88°25'47"W. AS RECORDED IN SAID O.R. BOOK 1976, PAGE 175.

INK ENGINEERING, INC.

Nick Poulos 7/26/90
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

11th July 1990



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NORTH FORT MYERS, FLORIDA 33903

JULY 16, 1990
JOB NUMBER 8476-R

NOT COMMITTED AT THIS TIME

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

PHASE 4

DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 383.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.06°41'21"E. FOR 765.46 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGE 175, LEE COUNTY, FLORIDA; THENCE CONTINUE S.06°41'21"E. FOR 345.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.06°41'21"E. FOR 166.76 FEET; THENCE S.62°55'08"W. FOR 167.47 FEET; THENCE N.22°57'41"W. FOR 158.74 FEET; THENCE N.47°55'04"E. FOR 22.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 100.0 FEET, CENTRAL ANGLE 31°18'30"; THENCE NORTHEASTERLY FOR 54.64 FEET ALONG THE ARC OF SAID CURVE; THENCE N.76°30'42"E. FOR 150.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.767 ACRES MORE OR LESS.

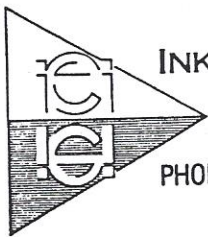
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INK ENGINEERING, INC.

Nick Poulos 7/26/90
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

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JULY 16, 1990
JOB NUMBER 8476-R

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

PHASE 5

DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 383.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.06°41'21"E. FOR 765.46 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGE 175, LEE COUNTY, FLORIDA; THENCE CONTINUE S.06°41'21"E. FOR 206.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.06°41'21"E. FOR 138.22 FEET; THENCE S.76°30'42"W. FOR 150.33 FEET TO A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, RADIUS 100.0 FEET, CENTRAL ANGLE 27°03'09", CHORD 46.78 FEET, CHORD BEARING N.03°04'59"E; THENCE NORTHEASTELY AND NORTHWESTERLY FOR 47.22 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE N.10°26'36"W. FOR 70.54 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 150.00 FEET, CENTRAL ANGLE 11°23'15"; THENCE NORTHWESTERLY FOR 29.81 FEET ALONG THE ARC OF SAID CURVE; THENCE N.79°27'18"E. NON-RADIALLY FOR 151.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.471 ACRES MORE OR LESS.

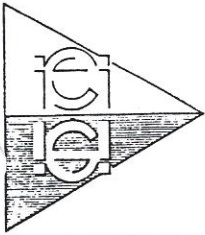
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INK ENGINEERING, INC.

Nick Poulos 7/26/90
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

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JULY 16, 1990
JOB NUMBER 8476-R

NOT COMMITTED AT THIS TIME

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

PHASE 6

DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 383.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.06°41'21"E. FOR 765.46 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING AND INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGE 175, LEE COUNTY, FLORIDA; THENCE CONTINUE S.06°41'21"E. FOR 206.79 FEET; THENCE S.79°27'18"W. FOR 151.18 FEET TO A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, RADIUS 150.0 FEET, CENTRAL ANGLE 34°19'11", CHORD 88.51 FEET, CHORD BEARING N.38°59'26"W.; THENCE NORTHWESTELY FOR 89.85 FEET ALONG THE ARC OF SAID CURVE TO A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, RADIUS 370.0 FEET, CENTRAL ANGLE 38°28'51", CHORD 243.85 FEET, CHORD BEARING N.47°39'17"E.; THENCE NORTHEASTERLY FOR 248.50 FEET ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY LINE OF SAID INGRESS-EGRESS AND UTILITY EASEMENT TO THE POINT OF BEGINNING.

CONTAINING 0.674 ACRES MORE OR LESS.

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

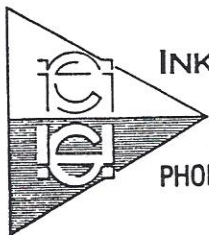
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INK ENGINEERING, INC.

Nick Poulos 1/21/91
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

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NORTH FORT MYERS, FLORIDA 33903

NOT COMMITTED AT THIS TIME

JULY 16, 1970
JOB NUMBER 8476-R
PAGE 1 OF 2

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

PHASE 7

DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 383.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.06°41'21"E. FOR 765.46 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGE 175, LEE COUNTY, FLORIDA; AND A CURVE TO THE LEFT, RADIUS 370.0 FEET, CONCAVE SOUTHEASTERLY, CENTRAL ANGLE 38°28'51", CHORD 243.85 FEET, CHORD BEARING S.47°39'17"W.; THENCE SOUTHWESTERLY FOR 248.50 FEET ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY LINE OF SAID INGRESS-EGRESS AND UTILITY EASEMENT TO THE POINT OF BEGINNING AND THE CONTINUATION OF SAID CURVE TO THE LEFT, CENTRAL ANGLE 12°05'59"; THENCE SOUTHWESTERLY FOR 78.14 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, RADIUS 390.0 FEET, CENTRAL ANGLE 19°26'00"; THENCE SOUTHWESTERLY FOR 132.28 FEET ALONG THE ARC OF SAID CURVE; THENCE S.54°15'07"E., RADIALLY FOR 143.25 FEET; THENCE N.47°55'04"E. FOR 22.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 100.0 FEET, CENTRAL ANGLE 58°21'39"; THENCE NORTHEASTERLY AND NORTHWESTERLY FOR 101.86 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE N.10°26'36"W. FOR 70.54 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 150.0 FEET; CENTRAL ANGLE 45°42'25"; THENCE NORTHWESTERLY FOR 119.66 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.

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JULY 16, 1990
JOB NUMBER 8476-R
PAGE 2 OF 2

PHASE 7

CONTAINING 0.597 ACRES MORE OR LESS.

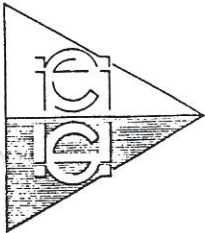
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INK ENGINEERING, INC.

Nick Poulos 7/26/90
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

0144-001750



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6320 BEAU DRIVE
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NORTH FORT MYERS, FLORIDA 33903
FAX (813) 997-3407

JULY 16, 1990
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EXHIBIT "E"
SUNGATE VILLAS AT FOUNTAIN LAKES,
A CONDOMINIUM, A PHASE CONDOMINIUM

PHASE 8

DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 383.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.06°41'21"E. FOR 765.46 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGE 175, LEE COUNTY, FLORIDA; AND A CURVE TO THE LEFT, RADIUS 370.0 FEET, CONCAVE SOUTHEASTERLY, CENTRAL ANGLE 50°34'50", CHORD 316.13 FEET, CHORD BEARING S.41°36'17"W.; THENCE SOUTHWESTERLY FOR 326.63 FEET ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY LINE OF SAID INGRESS-EGRESS AND UTILITY EASEMENT TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, RADIUS 390.0 FEET, CENTRAL ANGLE 19°26'00"; THENCE SOUTHWESTERLY FOR 132.28 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING AND THE CONTINUATION OF SAID CURVE TO THE RIGHT, CENTRAL ANGLE 17°50'17"; THENCE SOUTHWESTERLY FOR 121.42 FEET ALONG THE ARC OF SAID CURVE; THENCE S.36°24'51"E., RADIALLY FOR 133.83 FEET; THENCE N.47°55'04"E. FOR 164.15 FEET; THENCE N.54°15'07"W. RADIALLY TO AFOREMENTIONED CURVE FOR 143.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.439 ACRES MORE OR LESS.

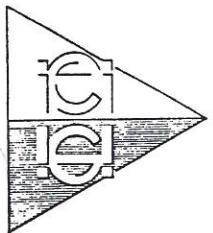
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

BEARINGS ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHWESTERLY QUARTER OF SAID SECTION 4 BEING S.88°25'47"W. AS RECORDED IN SAID O.R. BOOK 1976, PAGE 175.

INK ENGINEERING, INC.

Nick Poulos 1/21/91
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

11th, 1001



INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

6320 BEAU DRIVE
(813) 995-8500

NORTH FORT MYERS, FLORIDA 33903
FAX (813) 997-3407

SURVEYOR'S CERTIFICATE

SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM
PHASE 1, A PHASE CONDOMINIUM

WE HEREBY CERTIFY: THAT THE BOUNDARIES OF THE REAL PROPERTY OF SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM, A PHASE CONDOMINIUM AS SHOWN AND DESCRIBED HEREON THIS EXHIBIT "B" ON SHEETS 1 THROUGH 5, DATED JULY 16, 1990 ARE TRUE AND CORRECT TO THE BEST OF OUR INFORMATION, KNOWLEDGE AND BELIEF; THE SAME BEING BASED ON A BOUNDARY SURVEY OF THE LANDS OF THE SUNGATE VILLAS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION BY INK ENGINEERING, INC. ON OCTOBER 28, 1989, PERFORMED UNDER THE PERSONAL DIRECTION AND CONTROL OF THE FLORIDA PROFESSIONAL LAND SURVEYOR NAMED BELOW, AND FURTHER; THAT THE CONSTRUCTION OF THE IMPROVEMENTS INDICATED ON THIS EXHIBIT "B", SHEETS 1 THROUGH 5 AND AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM IS SUBSTANTIALLY COMPLETE AS INDICATED HEREON, SO THAT THIS EXHIBIT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM AND SPECIFICALLY RELATING TO MATTERS OF SURVEY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND OF EACH UNIT, AND WHERE APPLICABLE, THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE LIMITED COMMON ELEMENTS AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THESE MATERIALS, AND FURTHER; THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING THE BUILDING HERETO CERTIFIED IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED. ALL AS PRESCRIBED BY 718.104(4)(e). FLORIDA STATUTES.

AS TO PHASE 1
CERTIFIED TO:
SUNGATE VILLAS AT
FOUNTAIN LAKES CONDOMINIUM
ASSOCIATION, INC.

INK ENGINEERING, INC.
FOR THE FIRM

BY: Nick Poulos 1/14/91
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 4568
JOB NUMBER 8476-R
JANUARY 14, 1991

OR 2198 P44413

CHARLIE GREEN LITE CITY FL
91 JAN 23 AM 9:33

TO THE DECLARATION OF CONDOMINIUM OF **SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM** A PHASE CONDOMINIUM

CONDOMINIUM PLAT BOOK 18 PAGE 31

DATE 7-16-90
 JOB NO. 8448R
 SHEET 1 OF 5
 H&K ENGINEERING, INC.
 6320 BEAU DRIVE
 NORTH FORT MYERS, FLORIDA



LEGEND

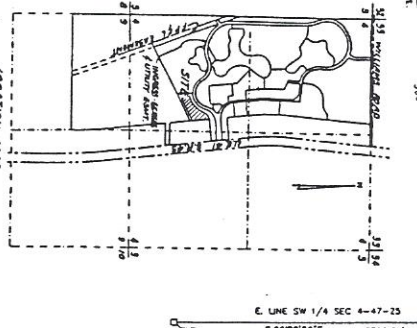
1. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED IN THE PUBLIC RECORDS.
2. LANDS REQUIRED IN THIS CONDOMINIUM ARE SUBDIVIDED BY THE H&K ENGINEERING, INC. INTO LOTS, UNITS, AND COMMON ELEMENTS. THE LOTS, UNITS, AND COMMON ELEMENTS ARE DESCRIBED IN THE DECLARATION OF CONDOMINIUM, WHICH IS A PART OF THIS CONDOMINIUM. IT IS ADVISED THAT THE LOTS, UNITS, AND COMMON ELEMENTS ARE NOT TO BE CONVEYED OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF H&K ENGINEERING, INC. AND THAT THE LOTS, UNITS, AND COMMON ELEMENTS ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH THEY WERE DESIGNED.

CURVE TABLE

NO.	RADIUS	CHORD	CHORD BEARING	TANGENT	ARC
1	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
2	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
3	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
4	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
5	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
6	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
7	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
8	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
9	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
10	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
11	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
12	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
13	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
14	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
15	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
16	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
17	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
18	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
19	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
20	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
21	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
22	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'
23	120.00'	119.98'	N 89° 59' 59" E	119.98'	119.98'

LINE TABLE

LINE	BEARING	DISTANCE
1	N 89° 59' 59" E	119.98'
2	N 89° 59' 59" E	119.98'
3	N 89° 59' 59" E	119.98'
4	N 89° 59' 59" E	119.98'
5	N 89° 59' 59" E	119.98'
6	N 89° 59' 59" E	119.98'
7	N 89° 59' 59" E	119.98'
8	N 89° 59' 59" E	119.98'
9	N 89° 59' 59" E	119.98'
10	N 89° 59' 59" E	119.98'
11	N 89° 59' 59" E	119.98'
12	N 89° 59' 59" E	119.98'
13	N 89° 59' 59" E	119.98'
14	N 89° 59' 59" E	119.98'
15	N 89° 59' 59" E	119.98'
16	N 89° 59' 59" E	119.98'
17	N 89° 59' 59" E	119.98'
18	N 89° 59' 59" E	119.98'
19	N 89° 59' 59" E	119.98'
20	N 89° 59' 59" E	119.98'
21	N 89° 59' 59" E	119.98'
22	N 89° 59' 59" E	119.98'
23	N 89° 59' 59" E	119.98'



- GENERAL CERTIFICATION**
1. OVERALL, THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 2. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 3. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DECLARATION OF CONDOMINIUM

I, H&K ENGINEERING, INC., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of H&K ENGINEERING, INC. at North Fort Myers, Florida, this 16th day of July, 1990.

H&K ENGINEERING, INC.
 BY: [Signature]
 PROJECT ENGINEER

1. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
2. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
3. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
4. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
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7. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
8. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
9. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
10. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
12. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
14. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
15. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
16. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
17. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
18. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
19. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
20. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
21. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
22. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
23. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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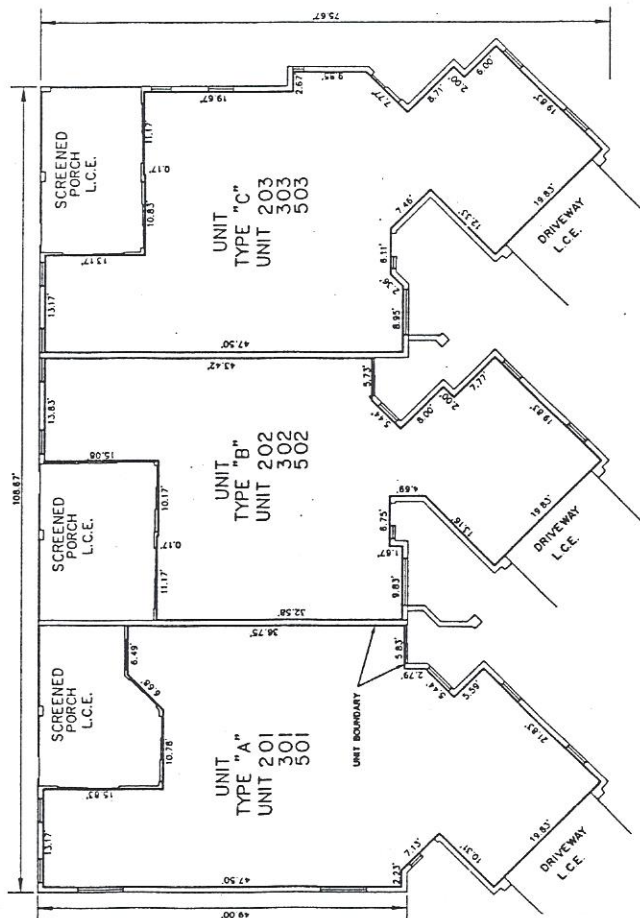
DATE: 7-16-90
JOB NO. 8476R
SHEET 3 OF 5
INK ENGINEERING, INC.
6320 BEAU DRIVE
NORTH FORT MYERS, FLORIDA

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM
A PHASE CONDOMINIUM

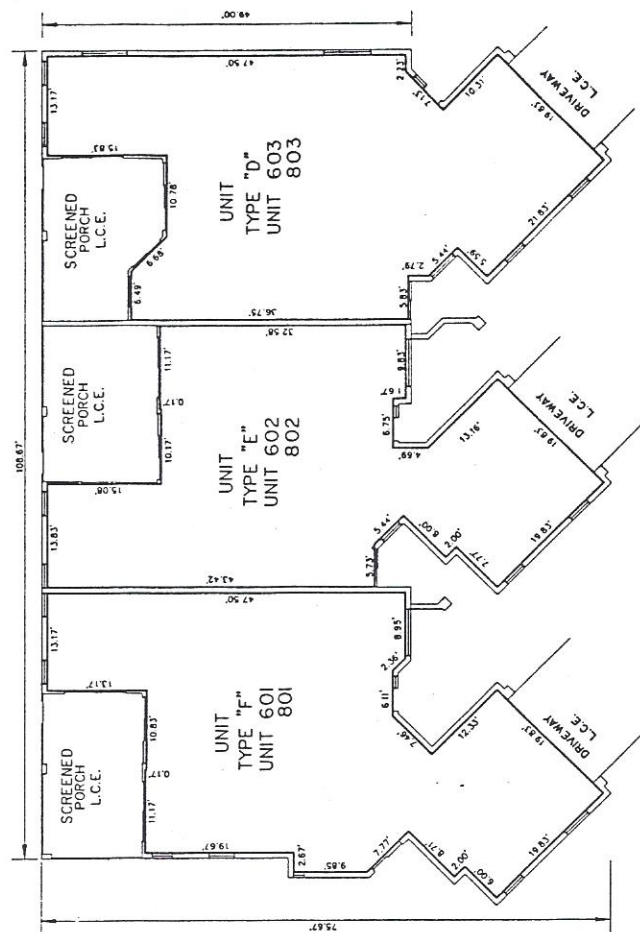
- UNIT BOUNDARIES
1. HORIZONTAL BOUNDARIES - THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE:
 - A. UPPER BOUNDARY - THE UNDERSIDE OF THE FINISHED UNDECORATED CEILING OF THE UNIT, EXTENDED TO MEET THE PERIMETRICAL BOUNDARIES.
 - B. LOWER BOUNDARY - THE UPSIDE OF THE FINISHED UNDECORATED SURFACE OF THE FLOOR OF THE UNIT, EXTENDED TO MEET THE PERIMETRICAL BOUNDARIES.
 2. PERIMETRICAL BOUNDARIES - THE PERIMETRICAL BOUNDARIES SHALL BE THE INTERIOR SURFACES OF THE PERIMETER WALLS OF THE UNIT, AND THE INTERIOR SURFACES OF THE PERIMETER PARTITIONS AND ROOMS THAT ABOUT THE EXTERIOR OF THE BUILDING OR COMMON AREAS.



SCALE IN FEET



PHASES 2, 3, & 5



PHASES 6 & 8

BUILDING PLAN

EXHIBIT "B"

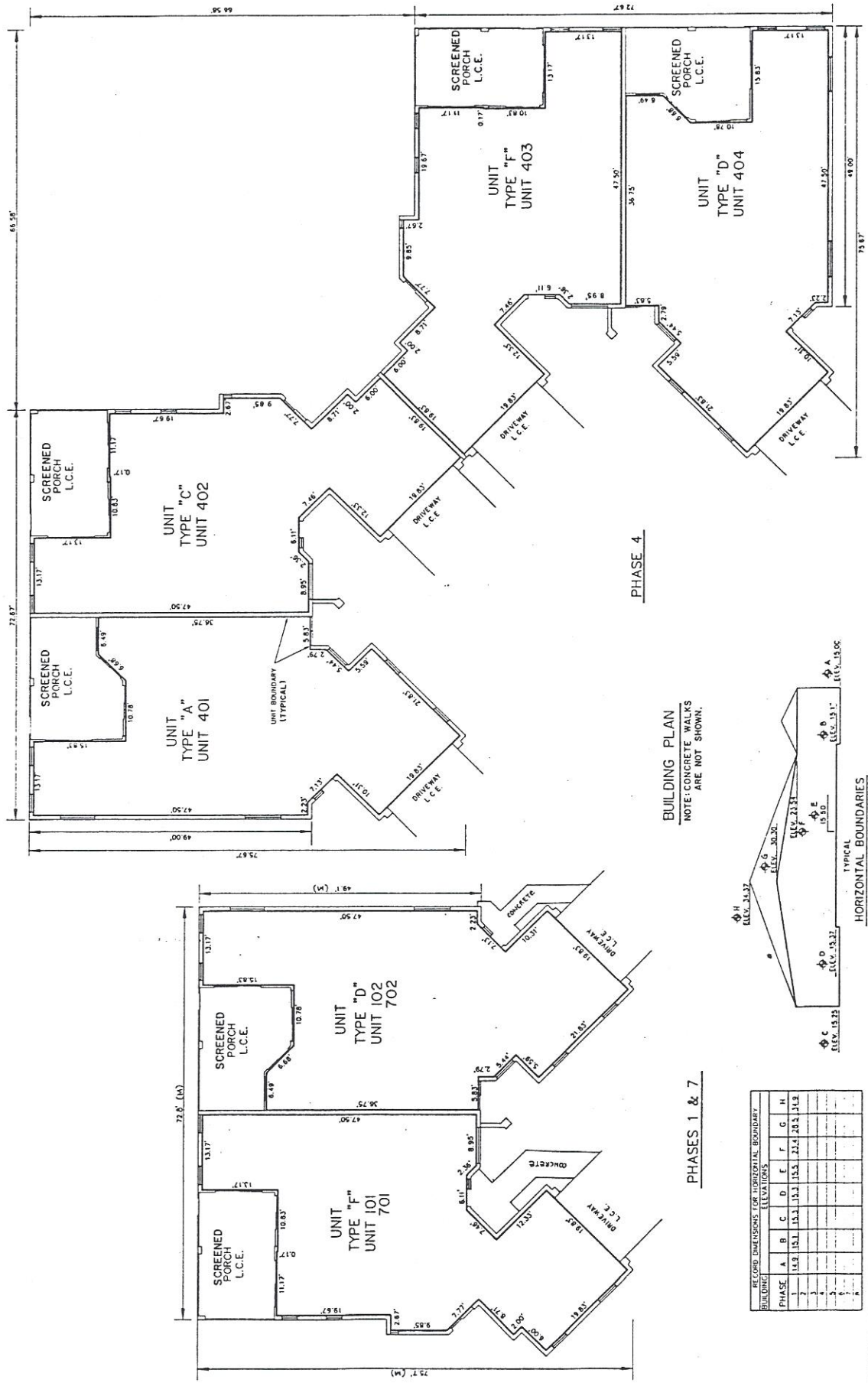
TO THE DECLARATION OF CONDOMINIUM OF

SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM

A PHASE CONDOMINIUM

DATE: 7-16-90
JOB NO. 8476R
SHEET 4 OF 5

INK ENGINEERING, INC.
6320 BEAU DRIVE
NORTH FORT MYERS, FLORIDA

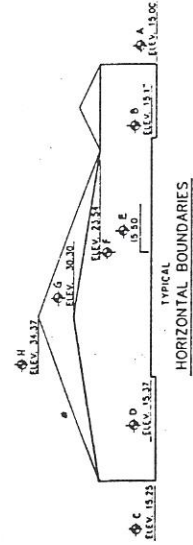


PHASE 4

BUILDING PLAN
NOTE: CONCRETE WALKS
ARE NOT SHOWN.

PHASES 1 & 7

RECORD DIMENSIONS FOR HORIZONTAL BOUNDARY									
PHASE	A	B	C	D	E	F	G	H	
1	11.9	15.1	15.1	15.1	15.1	15.1	21.4	20.5	11.9
2									
3									
4									
5									
6									
7									



TYPICAL HORIZONTAL BOUNDARIES

UNZ190164 35



SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM

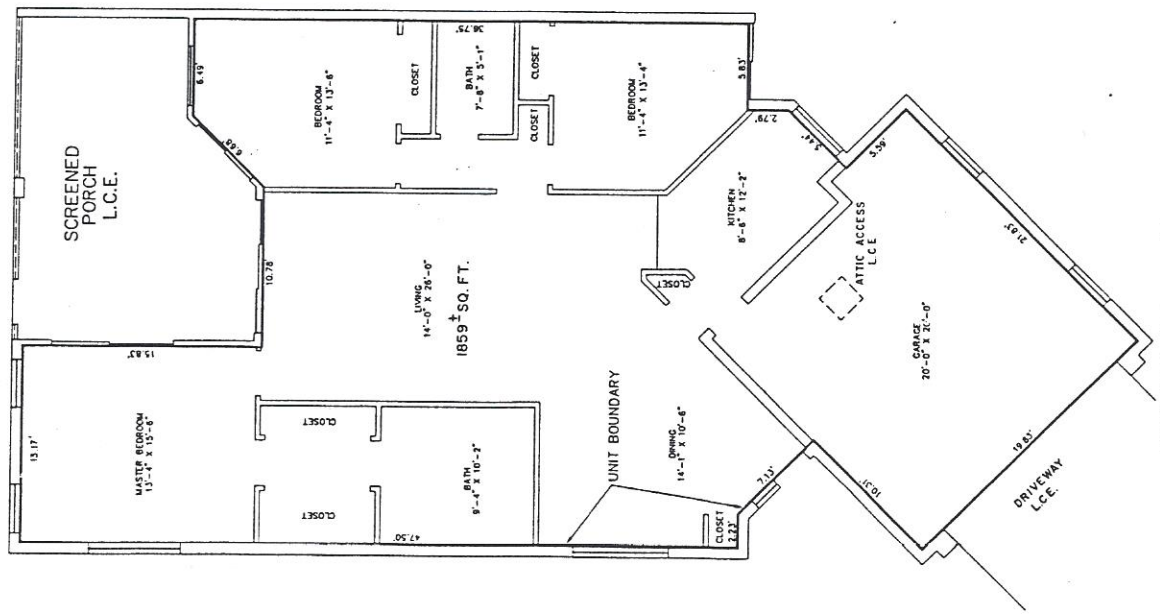
A PHASE CONDOMINIUM

CONDOMINIUM PLAT BOOK 18 PAGE 35

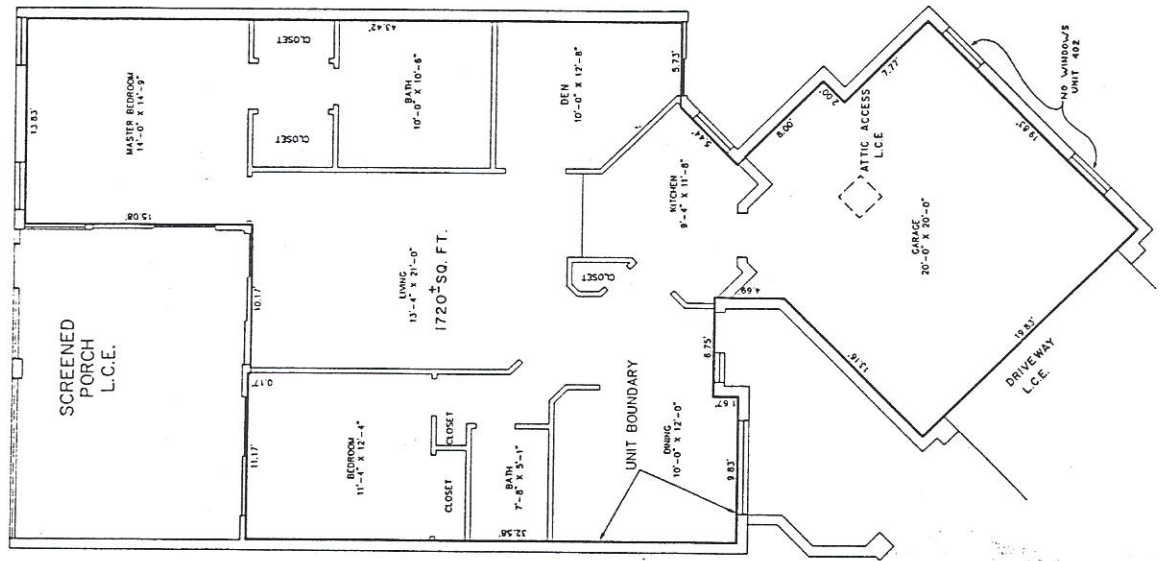
EXHIBIT "B"

DATE: 7-16-90
JOB NO. 8476R
SHEET 5 OF 5

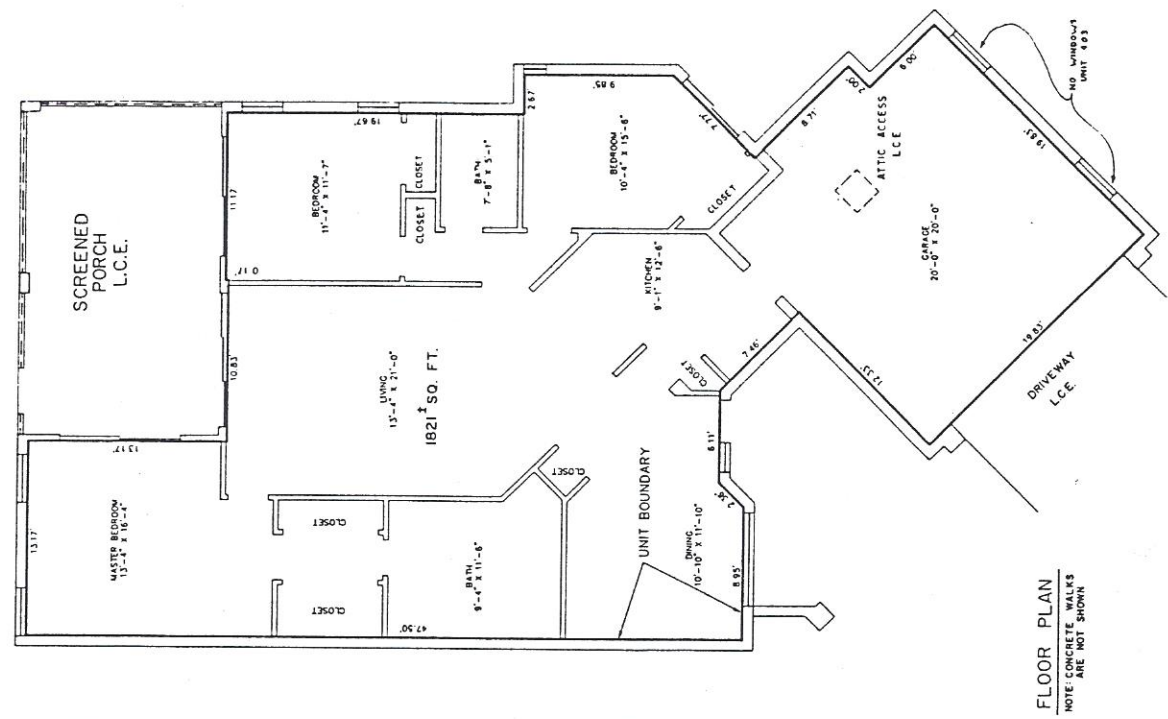
INK ENGINEERING, INC.
6320 BEAU DRIVE
NORTH FORT MYERS, FLORIDA



TYPICAL FLOOR PLAN - UNIT "A"
(UNIT "D" FLOOR PLAN SIMILAR; OPPOSITE HAND)



TYPICAL FLOOR PLAN - UNIT "B"
(UNIT "E" FLOOR PLAN SIMILAR; OPPOSITE HAND)



TYPICAL FLOOR PLAN - UNIT "C"
(UNIT "F" FLOOR PLAN SIMILAR; OPPOSITE HAND)

FLOOR PLAN
NOTE: CONCRETE WALKS
ARE NOT SHOWN

EXHIBIT "C" TO DECLARATION

BY-LAWS

OF

SUNGATE VILLAS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY - These are the By-Laws of Sungate Villas At Fountain Lakes Condominium Association, Inc., a nonprofit Florida Corporation formed for the purpose of administering Sungate Villas At Fountain Lakes, a Condominium which is located at Estero, Lee County, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association".)

1.1. OFFICE - The office of the Association shall be in Fountain Lakes or such other location 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 bear the abbreviated name of the Association, the word "Florida," and the year of establishment, 1990.

2. MEMBERS' MEETINGS

2.1. ANNUAL MEMBERS' MEETINGS shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, no later than the month of March each year, for the purpose of electing Directors and transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEMBER'S MEETINGS shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from 10% of the Association voting interests.

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail, unless waived in writing, at least 14 days prior to the annual meeting. An officer of the Association shall execute an affidavit of mailing per F. S. 718.112(2)(d)(2) which shall be retained in the official records of the Association as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least 14 days prior to the annual meeting.

2.4. The Board of Directors shall also mail copies of the proposed annual budget of common expenses to the unit owners not less than 14 days prior to the Directors meeting at which the budget will be adopted.

2.5. Unit owners may waive notice of specific meetings and may take action by written agreement (which may be executed in counterparts) without meetings provided that no such practice may preclude nominations from the floor for the election of Directors per Chapter 718, Florida Statutes.

2.6. Notice of a special meeting called by the Board at the written request of 10% of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

2.7. Notice of other special members meetings not covered above shall be in writing and delivered or mailed to each member first class, postage prepaid not less than 10 days prior to the meeting.

2.8. All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting.

2.9. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. 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. 718 or the documents require a

larger percentage in which case the percentage required in F.S. 718 or the Documents shall govern.

2.10. INDIVISIBLE VOTE - Each unit shall have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted. Voting certificates are not authorized.

2.11. 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. Restricted proxies may be used which direct the proxyholder how to vote on issues.

2.12. 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.

2.13. 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 when he (or she) shall preside.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Calling of the roll and certifying of proxies.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of Directors.
- (f) Reports of Committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3. BOARD OF DIRECTORS

3.1. NUMBER, TERM, AND QUALIFICATIONS. The affairs of the Corporation shall be governed initially by a Board composed of three (3) persons appointed by the Developer. The Developer-appointed Board may be, at the Developer's option, expanded to five (5) persons. The Board, after turnover of control by the Developer, may consist of from three to five as may be determined from time to time by the voting interests of the Association. All non-Developer Directors shall be Members. All officers of a corporation, trust, partnership or other such owner shall be deemed to be members so as to be eligible for Board membership. Directors shall be elected by the Voting Interests at the annual meeting, except for Developer-appointed Directors. After turnover, members of the Board shall be elected with a majority 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, a blind drawing shall determine the result.

3.2. 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 in the manner provided in the Condominium Act by a majority of the voting interests. Provided that a seat held by a Director who ceases to be an owner shall thereby automatically become vacant.

3.3. 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 during the time that both the Developer and

unit owners other than the Developer have representation on the Board, the filling of vacancies shall be in compliance with the provisions of Rule 7D-23.001(12), Florida Administrative Code.

3.4. THE ORGANIZATIONAL MEETING of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.5. 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 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. OPEN MEETINGS - Meetings of the Board of Directors shall be open to all unit owners to attend and listen but not be heard or participate unless invited by the Board, and notice of meetings shall be posted conspicuously on the condominium property 48 hours in advance for the attention of unit owners, except in an emergency. Meetings at which an assessment is to be considered shall contain a statement of such and its nature.

3.9. 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 shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

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

3.11. DIRECTORS 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 Corporation Statutes, the Condominium Act, the Declaration of Condominium, 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 unit owners 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 AND MAKE AND COLLECT ASSESSMENTS AGAINST owners to defray the costs of the Association.

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

OR2198 Pg4392

4.3. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the Condominium property.

4.4. TO ENACT RULES AND REGULATIONS concerning the use of the common elements and the units, subject to any limitations contained in the Declaration of Condominium.

4.5. THE RECONSTRUCTION OF COMMON ELEMENTS IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

4.6. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

4.7. TO ENFORCE by legal means the provisions of applicable laws and the condominium documents.

4.8. TO CONTRACT FOR MANAGEMENT of the Condominium.

4.9. TO CARRY INSURANCE for the protection of the unit owners and the Association.

4.10. TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Condominium and not billed to owners of individual units.

4.11. 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.

4.12. TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES 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 condominium property necessary or desirable for proper operation of the project.

4.13. FINES - The Directors may, pursuant to F.S. 718.303, impose fines not to exceed \$50.00, for violations of the condominium documents,

including the rules and regulations, by owners or their tenants or guests. Each day of violation shall be a separate violation.

4.14. The party against whom the fine or the sanction of removing a pet from the condominium property 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, association charter, bylaws, or rules and regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

4.15. 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.

4.16. COMMITTEES - To appoint committees including nominating, executive, and architectural control. All committees and members shall serve at the pleasure of the Board.

5. OFFICERS

5.1. 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.

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5.2. 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. 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. 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. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; Shall keep the assessment rolls and accounts of the members; Shall keep the books of the Association in accordance with good accounting practices; and Shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

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

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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 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 OF ALL MEETINGS OF UNIT OWNERS 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. 718.111, shall be available for inspection by unit owners and Board members at all reasonable times.

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 Condominium including insurance, management fees, if any, and which shall accrue a reserve per F.S.

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718.112 which may later be waived by the owners. It will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expense 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 shall be mailed to the unit owners not less than 14 days prior to the meeting of the directors at which the budget will be adopted together with a notice of the meeting.

7.3. ASSESSMENTS - The shares of the unit owners of the common expenses may be made payable in installments of from one to three months in advance 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 an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed 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 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 units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit 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 unit's account may be relied upon for all purposes by any person for whom made.

UR2198 Pg4397

7.6. LIABILITY FOR ASSESSMENTS AND CHARGES - A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Except as may be otherwise provided by law, an institutional first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be liable for unpaid assessments or charges of prior owners. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made.

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 unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116.

7.8. LIEN FOR CHARGES - Unpaid charges which are due together with late fee, costs, interest and reasonable attorney's fees for collection shall be secured by a common law lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

7.9. LIENS SUBORDINATE - Such liens shall be subordinate to any prior recorded institutional first mortgage on the unit, except to the extent otherwise provided by law.

7.10. COLLECTION -- INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS - Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate (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 the assessment for each delinquent installment that the 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 or charge payment first due. All interest collected shall be credited to the common expense account.

7.11. COLLECTION -- SUIT - The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, 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 unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed. The lien created by F.S. 718.116(4)(a) shall secure only assessments, interest, costs and attorneys fees and not fines, charges or other fees.

7.12. 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.

7.13. THE DEPOSITORY of the Association shall be such member firm of the New York Stock Exchange, bank or banks or state or federal savings and loan associations with offices in Florida as shall be designated from time to time by the Directors and in which the monies for the Association shall be

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

7.14. FINANCIAL STATEMENT - A complete set of financial statements of the Association shall be made annually which shall comply with Rule 7D-23.004, Florida Administrative Code and with F.S. 718.111(14). The requirement of 7D-23.004(5) as to the level of examination (compiled, reviewed or audited) may be waived when a majority of the voting interests of the Association present at a duly called meeting of the Association have determined for a fiscal year to do so. The meeting shall be held not less than 30 days prior to the end of the fiscal year and shall be effected for only one (1) fiscal year. A copy of the report shall be furnished to each member within 30 days after its completion and delivery to the Directors or at the annual meeting.

7.15. FIDELITY BONDS shall be required by the Board of Directors from all persons who control or disburse Association funds. The amount of such bonds shall be determined by the Directors and shall be not less than required by law. The premiums on such bonds for all persons who are members of the Association shall be paid by the Association.

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 Declaration, the Charter or By-Laws of the Association or with the laws of the State of Florida.

9. 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.

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9.2. A RESOLUTION or written agreement adopting a proposed amendment must receive approval of sixty-seven percent (67%) of the voting interests of the Association.

9.3. INITIATION - An amendment may be proposed by either a majority of the Directors or by Ten Percent (10%) of the voting interests.

9.4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

9.5. Prior to turnover, amendments may be adopted by the Board alone.

9.6. THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Association Charter, or the Condominium Act.

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

10. VOTING ON COMMUNITY ASSOCIATION MATTERS: Each Condominium Unit shall be entitled to one vote as a member of the Fountain Lakes Community Association, Inc. as defined in that certain Declaration of Covenants and Restrictions dated August 11, 1987, as amended, notwithstanding that the same Owner may own more than one Unit or that Units may be joined together and occupied by one Owner. In the event of a Joint ownership of a Condominium Unit, the vote to which that Unit is entitled may be exercised by one of such Joint Owners by agreement of the remainder of the Joint Owners; however, no split voting shall be permitted. The Secretary of the Condominium Association shall tabulate all votes on any

Fountain Lakes Community Association, Inc. matter and give the results to the President of the Condominium Association who shall then proceed as provided for in the Community Association documents.

11. ARBITRATION - Disputes between the Board and unit owners should be arbitrated in voluntary binding arbitration proceedings as provided in the Condominium Act.

The foregoing were adopted as the First By-Laws on this 10th day of January, 1991.


V. PRESIDENT

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3008340

AMENDMENT TO DECLARATION OF CONDOMINIUMOFSUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM

Pursuant to the authority reserved by the Developer and the plan of phasing contained in Paragraphs 24 and 26, respectively, the Declaration of Sungate Villas At Fountain Lakes, A Condominium, as recorded in Official Record Book 2198, Page 4337, Public Records of Lee County, Florida, is hereby amended as follows:

1. Kraus-Anderson Development and Finance Company, a Minnesota Corporation, herein called Developer, on behalf of itself, its successors, grantees and assigns, to it grantees and assigns, and their heirs, successors and assigns, hereby submits the lands located in Lee County, Florida, owned by the Developer, and described as follows, to the condominium form of ownership:

PHASE 2

See Exhibit "A" attached hereto and made a part hereof.

2. The percentage of ownership in the common elements shall be as set forth in Exhibit "F" attached to the Declaration of Condominium above referred to.

3. The above described Phase 2 property and all improvements located thereon are subject to all of the terms and conditions set forth in the Declaration and any Amendments thereto and its Exhibits to which this document is an Amendment.

4. Attached hereto as Exhibit "B" is Surveyor's Certificate of substantial completion as to Phase 2.

668000017700

THIS AMENDMENT made and entered this 10th day of
April, 1991.

WITNESSES:

Susan Garbina
Susan Garbina

Barbara Harris
Barbara Harris
STATE OF MINNESOTA

COUNTY OF HENNEPIN

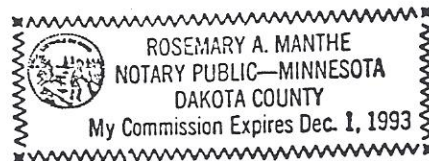
KRAUS-ANDERSON DEVELOPMENT
AND FINANCE COMPANY, a Minnesota
Corporation

By Tore Wistrom
Vice President
Tore Wistrom

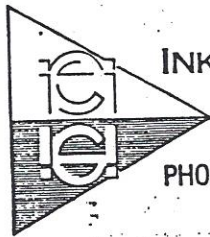
The foregoing instrument was acknowledged before me this 10 day
of April, 1991, by TORE WISTROM, as Vice-President of KRAUS-ANDERSON DEVELOPMENT
AND FINANCE COMPANY, a Minnesota corporation, on behalf of said corporation.

Rosemary A. Manthe
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-1-93



UR2215 PU0400



INK ENGINEERING INC.

ENGINEERS

SURVEYORS

PLANNERS

PHONE (813) 995-8500

6320 BEAU DRIVE

NORTH FORT MYERS, FLORIDA 33903

JULY 16, 1990
JOB NUMBER 8476-R
PAGE 1 OF 2

COMMITTED TO CONDOMINIUM FORM
OF OWNERSHIP

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

PHASE 2

DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 383.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.06°41'21"E. FOR 765.46 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGE 175, LEE COUNTY, FLORIDA; THENCE CONTINUE S.06°41'21"E. FOR 511.77 FEET; THENCE S.62°55'08"W. FOR 244.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 210.00 FEET, CENTRAL ANGLE 25°11'38"; THENCE SOUTHWESTERLY FOR 92.34 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 1500.00 FEET, CENTRAL ANGLE 0°57'39", THENCE WESTERLY FOR 25.16 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING AND THE CONTINUATION OF SAID CURVE TO THE RIGHT, CENTRAL ANGLE 05°39'50"; THENCE WESTERLY FOR 148.28 FEET ALONG THE ARC OF SAID CURVE; THENCE N.04°27'53"W. NON-RADIALLY FOR 111.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 150.0 FEET, CENTRAL ANGLE 15°24'42"; THENCE NORTHWESTERLY FOR 40.35 FEET ALONG THE ARC OF SAID CURVE TO A CURVE TO THE LEFT, RADIUS 390.00 FEET, CONCAVE NORTHWESTERLY, CENTRAL ANGLE 14°14'13", CHORD 96.66 FEET, CHORD BEARING N.60°42'16"E.; THENCE NORTHEASTERLY FOR 96.91 FEET ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY LINE OF SAID INGRESS-EGRESS AND UTILITY EASEMENT; THENCE S.36°24'51"E., RADIALLY FOR 133.83 FEET; THENCE S.0°55'35"E., RADIALLY TO AFOREMENTIONED CURVE FOR 94.66 FEET TO THE POINT OF BEGINNING.

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JULY 16, 1990
JOB NUMBER 8476-R
PAGE 2 OF 2

PHASE 2

CONTAINING 0.570 ACRES MORE OR LESS.

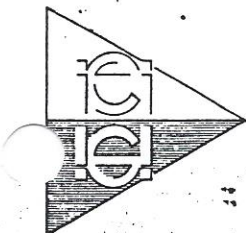
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

BEARINGS ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHWESTERLY QUARTER OF SAID SECTION 4 BEING S.88°25'47"W. AS RECORDED IN SAID O.R. BOOK 1976, PAGE 175.

INK ENGINEERING, INC.

Nick Poulos 7/26/90
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4568

OR2215 Pg0402



INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

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

EXHIBIT "B"

SURVEYOR'S CERTIFICATE

SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM
PHASE 2, A PHASE CONDOMINIUM

WE HEREBY CERTIFY: THAT THE BOUNDARIES OF THE REAL PROPERTY OF SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM, A PHASE CONDOMINIUM AS SHOWN AND DESCRIBED HEREON THIS EXHIBIT "B" ON SHEETS 1 THROUGH 5, DATED JULY 16, 1990 ARE TRUE AND CORRECT TO THE BEST OF OUR INFORMATION, KNOWLEDGE AND BELIEF; THE SAME BEING BASED ON A BOUNDARY SURVEY OF THE LANDS OF THE SUNGATE VILLAS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION BY INK ENGINEERING, INC. ON OCTOBER 28, 1989, PERFORMED UNDER THE PERSONAL DIRECTION AND CONTROL OF THE FLORIDA PROFESSIONAL LAND SURVEYOR NAMED BELOW, AND FURTHER; THAT THE CONSTRUCTION OF THE IMPROVEMENTS INDICATED ON THIS EXHIBIT "B", SHEETS 1 THROUGH 5 AND AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM IS SUBSTANTIALLY COMPLETE AS INDICATED HEREON, SO THAT THIS EXHIBIT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM AND SPECIFICALLY RELATING TO MATTERS OF SURVEY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND OF EACH UNIT, AND WHERE APPLICABLE, THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE LIMITED COMMON ELEMENTS AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THESE MATERIALS, AND FURTHER; THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING THE BUILDING HERETO CERTIFIED IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED. ALL AS PRESCRIBED BY 718.104(4)(e). FLORIDA STATUTES.

AS TO PHASE 2
CERTIFIED TO:
SUNGATE VILLAS AT
FOUNTAIN LAKES CONDOMINIUM
ASSOCIATION, INC.

INK ENGINEERING, INC.

BY: Nick Poulos 4/15/91
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 4568
JOB NUMBER 8476-R
APRIL 15, 1991

OR2215 Pg0403

EXHIBIT "B"

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF

SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM
A PHASE CONDOMINIUM

DATE: 7-16-90
JOB NO. 8476R
SHEET 2 OF 5

INK ENGINEERING, INC.
6320 BEAU DRIVE
NORTH FORT MYERS, FL

PARENT TRACT

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

[illegible][illegible]

CONTAINING 4.5 ACRES MORE OR LESS.

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

BEARINGS ARE ASSUMED AND BASED ON THE NORTH LINE OF THE
SOUTHEASTLY QUARTER OF SAID SECTION 4 BEING S.88°25'.47"N. AS
RECORDED IN SAID D.R. BOOK 1976, PAGE 175.

PHASE I

TRACT OR PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH,
RANGE 23 EAST, LEE COUNTY, FLORIDA WHICH IS DESCRIBED AS

[illegible]

CONTAINING 0.410 ACRES MORE OR LESS.

PAGE 2	DESCRIPTION
	TRACT OR PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA WHICH IS DESCRIBED AS

[illegible]

CONTAINING A 570 ACRES MORE OR LESS.

TABLE 3

TRACT OR PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH,
RANGE 29 EAST, LEE COUNTY, FLORIDA WHICH IS DESCRIBED AS
FOLLOWS:

[illegible]

CONTAINING 0.527 ACRES MORE OR LESS.

CHAPTER 6

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

[illegible]

Abstract

E. Zeman

TRACT OR PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA WHICH IS DESCRIBED AS FOLLOWS:

[illegible]

CONTAINING 0.471 ACRES MORE OR LESS.

PAGE 4

TRACT OR PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA WHICH IS DESCRIBED AS

[illegible]

CONTAINING 0.474 ACETIC ACID 0.1589.

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DESCRIPTION

TRACT OR PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH,

[illegible]

CONTAINING 0.507 ACRES MORE OR LESS.

2. 2004-2005

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

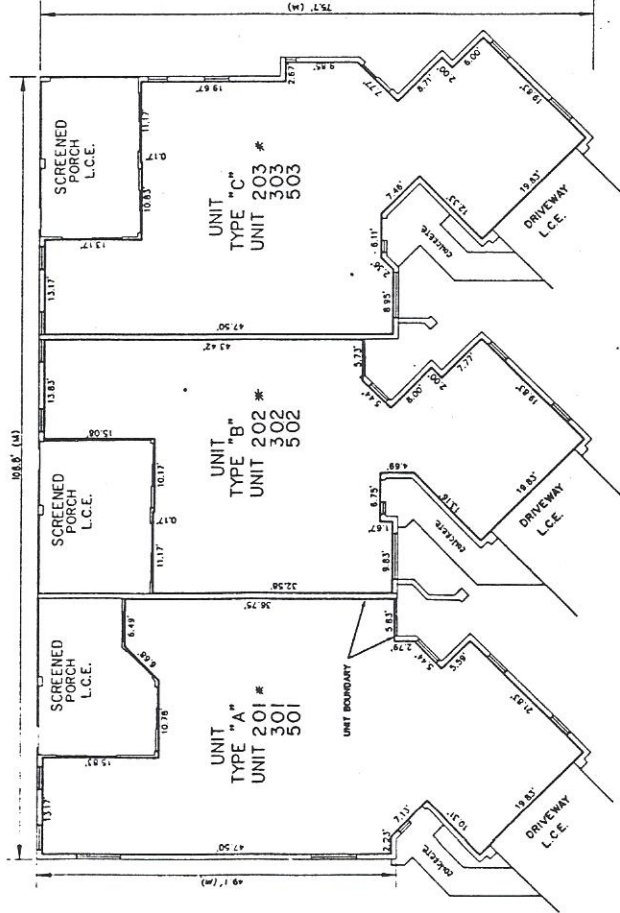
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FEET TO THE POINT OF BEATING:

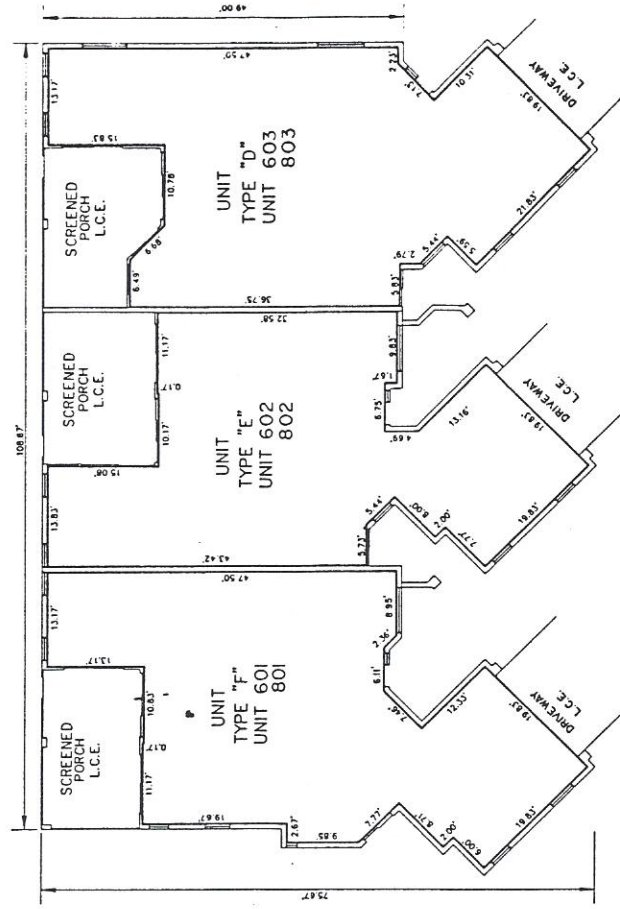
DATE: 7-16-90
JOB NO. 8476R
SHEET 3 OF 5
INK ENGINEERING, INC.
6320 BEAU DRIVE
NORTH FORT MYERS, FLORIDA

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM
A PHASE CONDOMINIUM

UNIT BOUNDARIES
1. **HORIZONTAL BOUNDARIES** - THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE:
A. **UPPER BOUNDARY** - THE UNDERSIDE OF THE FINISHED UNDECORATED SURFACE OF THE CEILING OF THE UNIT, EXTENDED TO MEET THE PERIMETRICAL BOUNDARIES.
B. **LOWER BOUNDARY** - THE UPSIDE OF THE FINISHED UNDECORATED SURFACE OF THE FLOOR OF THE UNIT, EXTENDED TO MEET THE PERIMETRICAL BOUNDARIES.
2. **PERIMETRICAL BOUNDARIES** - THE PERIMETRICAL BOUNDARIES SHALL BE THE INTERIOR SURFACES OF THE UNIT'S WINDOWS AND DOORS THAT ABUT THE EXTERIOR OF THE BUILDING OR COMMON AREAS.



PHASES 2, 3, & 5



PHASES 6 & 8

BUILDING PLAN
* EXISTING UNIT

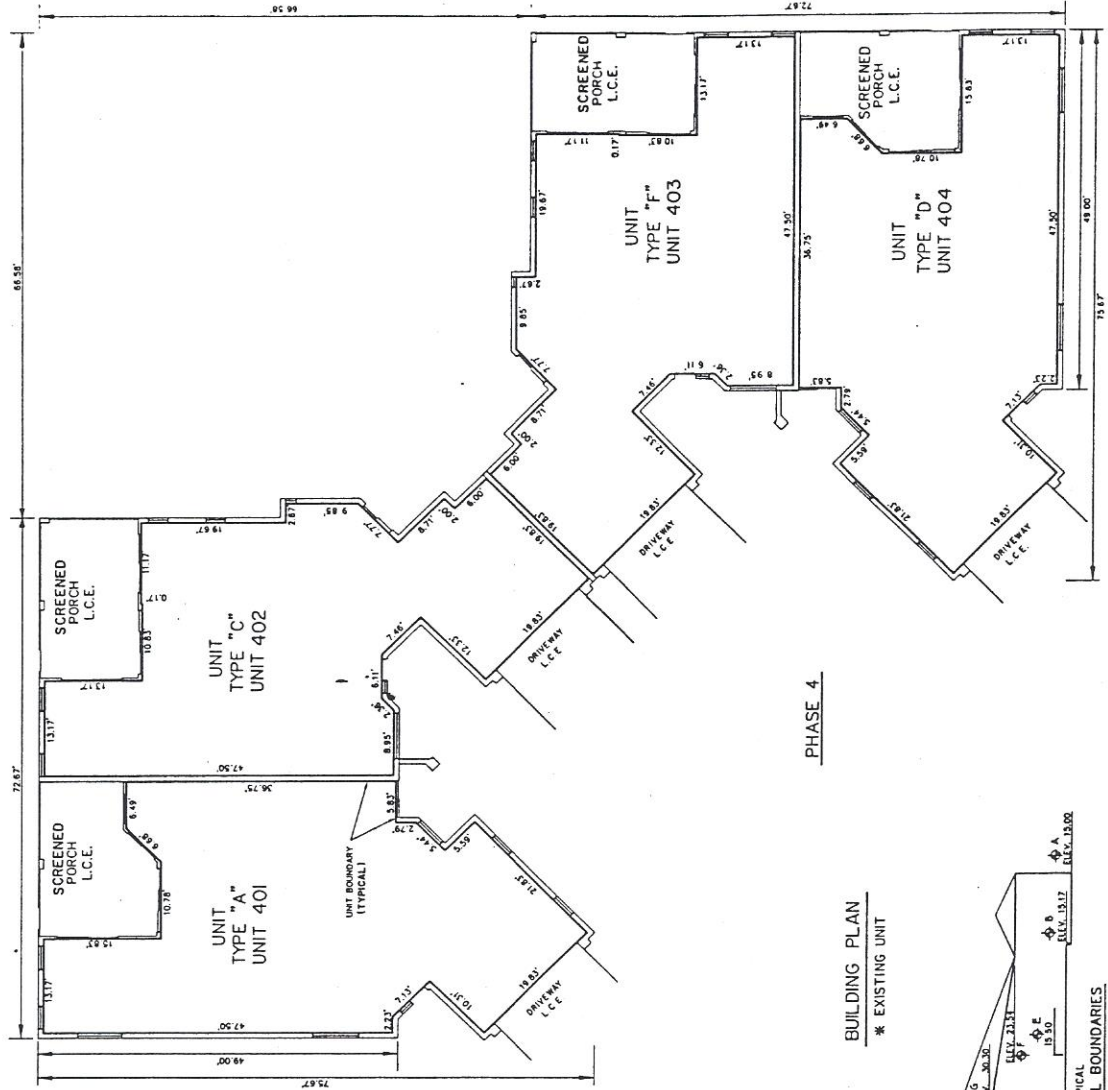


SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM

EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
A PHASE CONDOMINIUM

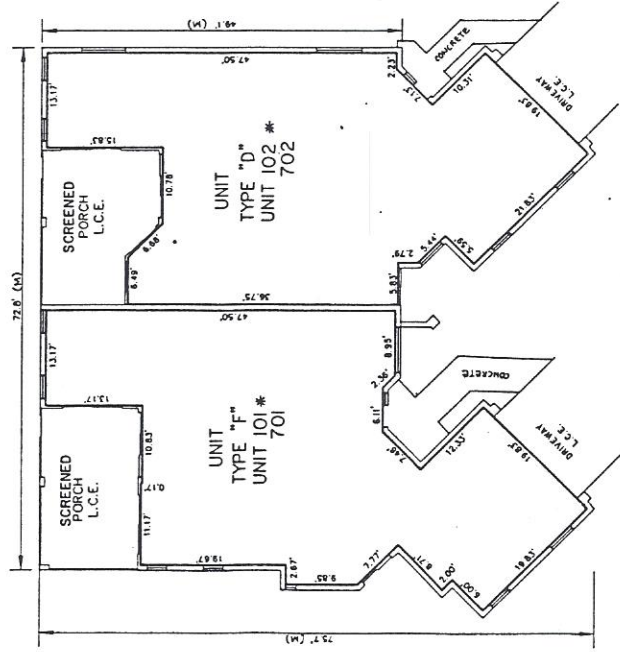
CONDOMINIUM PLAT BOOK PAGE

DATE: 7-16-90
JOB NO. 8476R
SHEET 4 OF 5
INK ENGINEERING, INC.
6320 BEAU DRIVE
NORTH FORT MYERS, FLORIDA



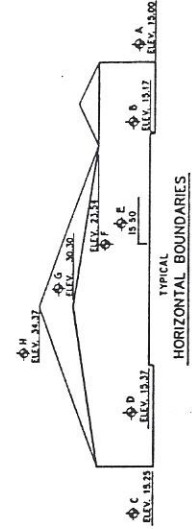
PHASE 4

BUILDING PLAN
* EXISTING UNIT



PHASES 1 & 7

ELEVATION DATA FOR HORIZONTAL BOUNDARY											
PHASE	A	B	C	D	E	F	G	H	I	J	K
1	14.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1
2	14.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1
3	14.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1
4	14.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1
5	14.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1
6	14.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1
7	14.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1
8	14.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1



TYPICAL HORIZONTAL BOUNDARIES

2215 PG0408

CHARLIE GREEN LEE CTY FL

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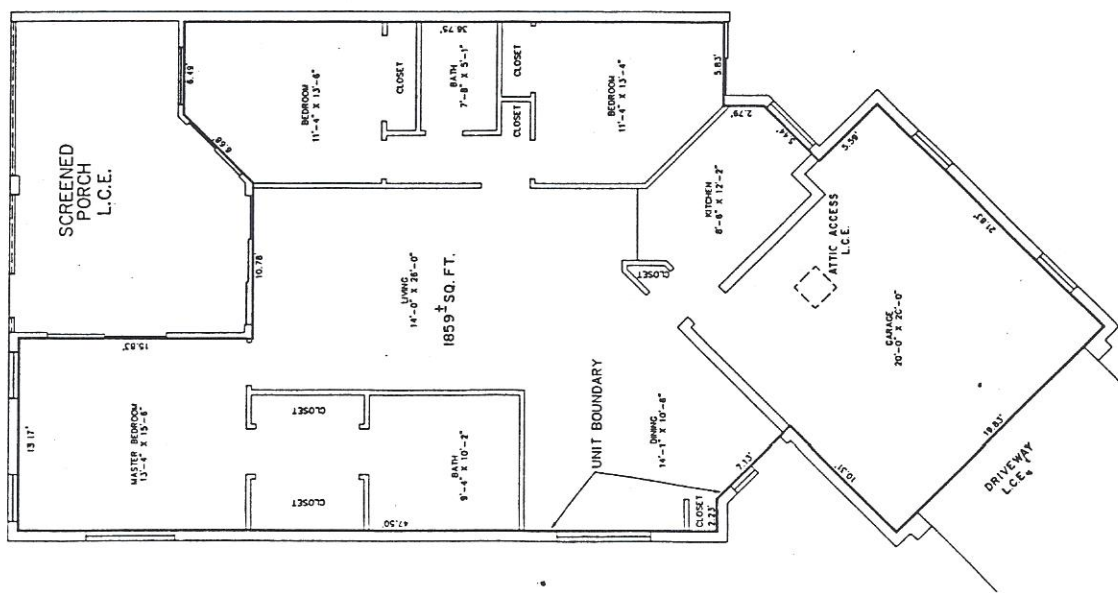


SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM
A PHASE CONDOMINIUM

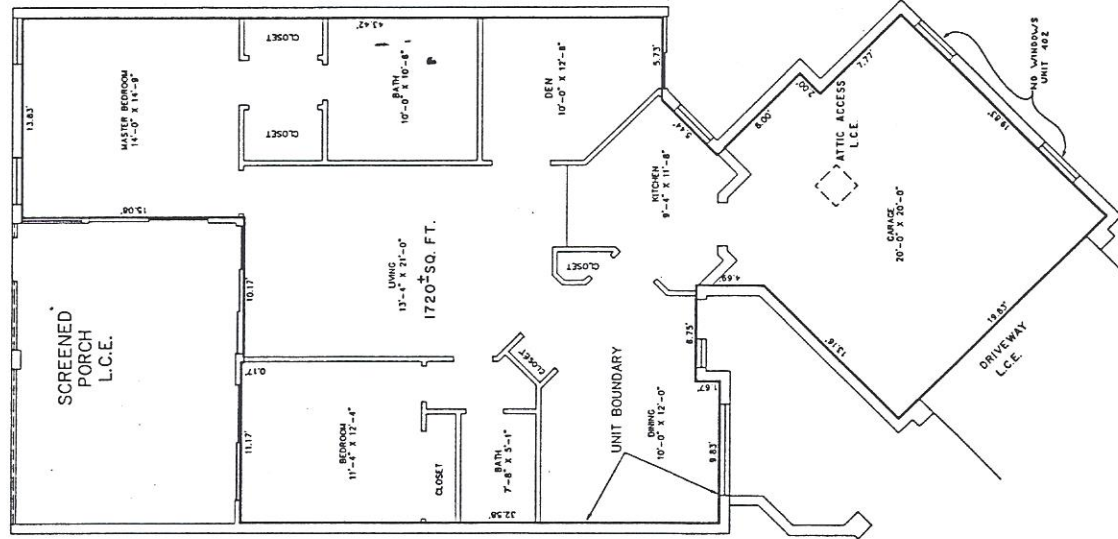
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM
A PHASE CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

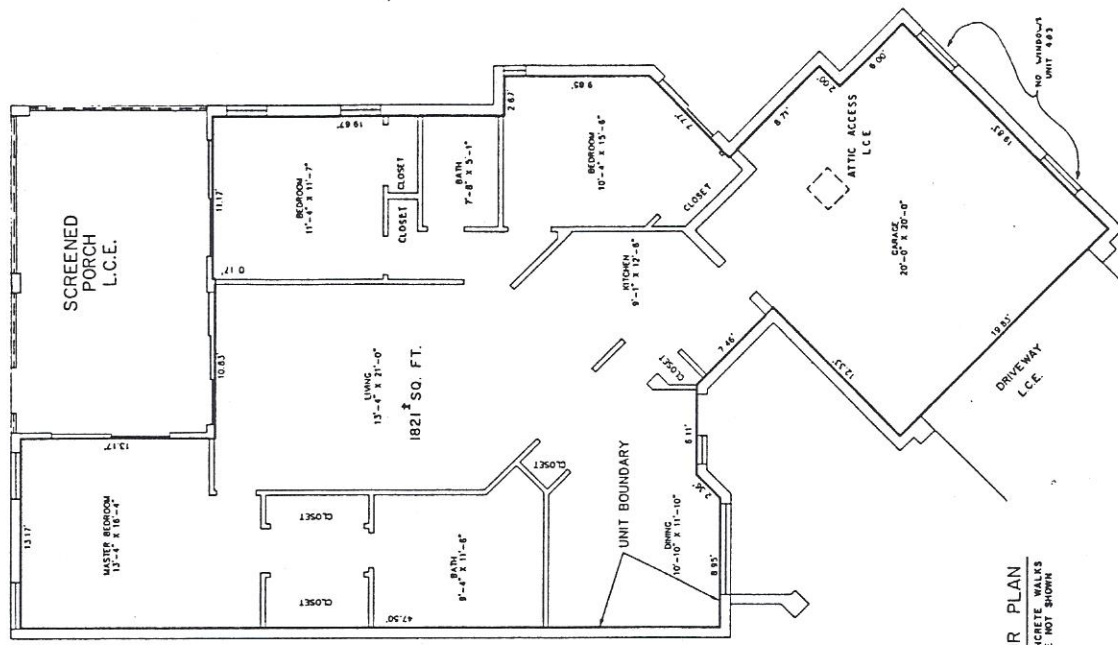
DATE: 7-16-90
JOB NO. 8476R
SHEET 5 OF 5
INK ENGINEERING, INC.
6320 BEAU DRIVE
NORTH FORT MYERS, FLORIDA



TYPICAL FLOOR PLAN - UNIT "A"
(UNIT "D" FLOOR PLAN SIMILAR; OPPOSITE HAND)



TYPICAL FLOOR PLAN - UNIT "B"
(UNIT "E" FLOOR PLAN SIMILAR; OPPOSITE HAND)



TYPICAL FLOOR PLAN - UNIT "C"
(UNIT "F" FLOOR PLAN SIMILAR; OPPOSITE HAND)

9.50
3097877

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM

Pursuant to the authority reserved by the Developer and the plan of phasing contained in Paragraphs 24 and 26, respectively, the Declaration of Sungate Villas At Fountain Lakes, A Condominium, as recorded in Official Record Book 2198, Page 4337, Public Records of Lee County, Florida, is hereby amended as follows:

1. Kraus-Anderson Development and Finance Company, a Minnesota Corporation, herein called Developer, on behalf of itself, its successors, grantees and assigns, to it grantees and assigns, and their heirs, successors and assigns, hereby submits the lands located in Lee County, Florida, owned by the Developer, and described as follows, to the condominium form of ownership:

PHASE 3

See Exhibit "A" attached hereto and made a part hereof.

2. The percentage of ownership in the common elements shall be as set forth in Exhibit "F" attached to the Declaration of Condominium above referred to.

3. The above described Phase 3 property and all improvements located thereon are subject to all of the terms and conditions set forth in the Declaration and any Amendments thereto and its Exhibits to which this document is an Amendment.

THIS AMENDMENT made and entered this 17 day of
June, 1991.

WITNESSES:

Susan Garbina
Susan Garbina

Barbara Harris
Barbara Harris
STATE OF MINNESOTA

KRAUS-ANDERSON DEVELOPMENT
AND FINANCE COMPANY, a Minnesota
Corporation

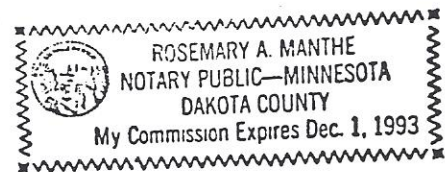
By [Signature]
Vice President

COUNTY OF HENNEPIN

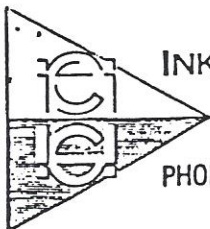
The foregoing instrument was acknowledged before me this 17 day
of June, 1991, by TORE WISTROM, as Vice-President of KRAUS-ANDERSON
DEVELOPMENT AND FINANCE COMPANY, a Minnesota corporation, on behalf of said
corporation.

Rosemary A. Manthe
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-1-93



OK2252 Pu181b



INK ENGINEERING INC.

ENGINEERS

SURVEYORS

PLANNERS

PHONE (813) 995-8500

6320 BEAU DRIVE

NORTH FORT MYERS, FLORIDA 33903

JULY 16, 1990

JOB NUMBER 8476-R

EXHIBIT "A"

SUNGATE VILLAS AT FOUNTAIN LAKES,
A CONDOMINIUM, A PHASE CONDOMINIUM

PHASE 3

DESCRIPTION

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

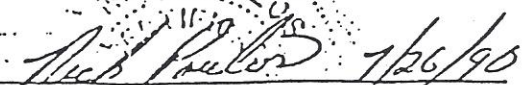
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE S.88°25'47"W. ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 383.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT OF WAY LINE OF S.R. 45 (U.S. 41); THENCE S.06°41'21"E. FOR 765.46 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT (A.K.A. FOUNTAIN LAKES BOULEVARD) AS RECORDED IN OFFICIAL RECORD BOOK 1976, PAGE 175, LEE COUNTY, FLORIDA; THENCE CONTINUE S.06°41'21"E. FOR 511.77 FEET; THENCE S.62°55'08"W. FOR 167.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.62°55'08"W. FOR 76.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 210.00 FEET, CENTRAL ANGLE 25°11'38"; THENCE SOUTHWESTERLY FOR 92.34 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 1500.0 FEET, CENTRAL ANGLE 0°57'39"; THENCE WESTERLY FOR 25.16 FEET ALONG THE ARC OF SAID CURVE; THENCE N.0°55'35"W, RADially FOR 94.66 FEET; THENCE N.47°55'04"E. FOR 164.15 FEET; THENCE S.22°57'41"E. FOR 158.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.522 ACRES MORE OR LESS.

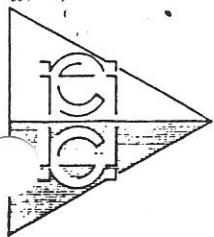
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

BEARINGS ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHWESTERLY QUARTER OF SAID SECTION 4 BEING S.88°25'47"W. AS RECORDED IN SAID O.R. BOOK 1976, PAGE 175.

INK ENGINEERING, INC.


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

10101797700



INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

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

SURVEYOR'S CERTIFICATE

SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM
PHASE 3, A PHASE CONDOMINIUM

WE HEREBY CERTIFY: THAT THE BOUNDARIES OF THE REAL PROPERTY OF SUNGATE VILLAS AT FOUNTAIN LAKES, A CONDOMINIUM, A PHASE CONDOMINIUM AS SHOWN AND DESCRIBED HEREON THIS EXHIBIT "B" ON SHEETS 1 THROUGH 5, DATED JULY 16, 1990 ARE TRUE AND CORRECT TO THE BEST OF OUR INFORMATION; KNOWLEDGE AND BELIEF; THE SAME BEING BASED ON A BOUNDARY SURVEY OF THE LANDS OF THE SUNGATE VILLAS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION BY INK ENGINEERING, INC. ON OCTOBER 28, 1989, PERFORMED UNDER THE PERSONAL DIRECTION AND CONTROL OF THE FLORIDA PROFESSIONAL LAND SURVEYOR NAMED BELOW, AND FURTHER; THAT THE CONSTRUCTION OF THE IMPROVEMENTS INDICATED ON THIS EXHIBIT "B", SHEETS 1 THROUGH 5 AND AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM IS SUBSTANTIALLY COMPLETE AS INDICATED HEREON, SO THAT THIS EXHIBIT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM AND SPECIFICALLY RELATING TO MATTERS OF SURVEY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND OF EACH UNIT, AND WHERE APPLICABLE, THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE LIMITED COMMON ELEMENTS AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THESE MATERIALS, AND FURTHER; THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING THE BUILDING HERETO CERTIFIED IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED. ALL AS PRESCRIBED BY 718.104(4)(e). FLORIDA STATUTES.

AS TO PHASE 3
CERTIFIED TO:
SUNGATE VILLAS AT
FOUNTAIN LAKES CONDOMINIUM
ASSOCIATION, INC.

INK ENGINEERING, INC.

BY: Nick Poulos 10/8/91
NICK POULOS, FOR THE FIRM
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 4568
JOB NUMBER 8476-R
OCTOBER 3, 1991

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