

**ARTICLE VII  
BOOKS AND PAPERS**

Section 1. Documents Available to Members. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association, and for a reasonable cost, members may purchase copies of said books, records and papers.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on January 1 of each year; provided, however, that the Board of Directors may adopt a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

Section 3. Depositories. The funds of the Association shall be deposited in a savings and loan association or bank(s) in Indian River County, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and the funds shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

Section 4. Records. The Association shall maintain the following official records of the Association:

- (a) Copy of plans, specifications, permits and warranties, related to improvements constructed on any common areas or other property the Association is obligated to maintain, repair or replace;
- (b) Copy of the By-laws and each amendment thereto;
- (c) Certified copy of the Articles of Incorporation of the Association and all amendments thereto;
- (d) Copy of any current rules of the Association;
- (e) Book of minutes of the Association general membership meeting and Board of Directors meeting, which shall be maintained for at least seven (7) years;
- (f) Current roster of all members, their mailing addresses, parcel identification and telephone number, if known;
- (g) All current insurance policies or copies thereof, which shall be maintained for at least seven (7) years;
- (h) Copy of the Declaration and each amendment thereto;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. All bids received by the Association for work to be performed must be maintained for a period of one (1) year.

(j) The financial and accounting records of the Association must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

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

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

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

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

Section 5. Annual statement. The Board of Directors shall present at each annual meeting of the members, a full and clear statement of the business and condition of the Association. This statement shall include the annual financial report of actual receipts and expenditures.

Section 6. Insurance. The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration.

Section 7. Seal. The seal for this corporation shall have on it, the name of this corporation, the year of incorporation, and words "Florida Not for Profit Corporation" or words of similar effect.

## **ARTICLE VIII** **AMENDMENTS**

Section 1. These By-Laws may be amended (at a regular or special meeting of the members, by 66-2/3% of the votes of members entitled to vote present and voting in person or by limited proxy; provided that the notice to the members of the meeting discloses the information that the amendment of the By-Laws is to be considered. However, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law. Any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws,

the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE IX  
RULES OF CONSTRUCTION**

Section 1. Severability. The invalidity in whole or in part of any Article, section, subsection, sentence, clause, phrase, word or other provision of these By-Laws, shall not affect the remaining portions thereof, and the remaining portions thereof shall be read, as if said invalid, illegal, or unenforceable provision had never been part of these By-Laws.

Section 2. Gender and Number. As used herein, all singular words include the plural, and all plural words include the singular. The use of the feminine, masculine, or neuter gender includes all genders.

Section 3. Headings and Subtitles. All subtitles and section headings used herein are for administrative purposes only and shall not be used for substantive and interpretative purposes.

I HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 21<sup>st</sup> day of JANUARY, 1998.

WITNESSETH:

**COPY**

FISCHER LAKE ISLAND  
PROPERTY OWNERS  
ASSOCIATION, INC., a Florida,  
Not-For-Profit Corporation

(signature) Doris J. Grant  
(print name) Doris J. Grant

By: Henry Fischer  
Henry Andrew Fischer, as President

(signature) Sheryl A. Foy  
(print name) Sheryl A. Foy

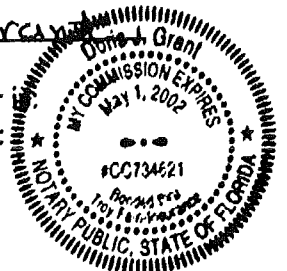
STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

**COPY**

The foregoing instrument was acknowledged before me this 21 day of January, 1998, by Henry Andrew Fischer, as President of the Fischer Lake Island Property Owners Association, Inc., a Florida Not for Profit Corporation, on behalf of the corporation. He is personally known to me.

SEAL

Doris J. Grant  
Notary Public  
My Commission Number is  
My Commission Expires:



OR 1254 PG 0193

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99 OCT 23 AM 9:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1200

ARTICLES OF INCORPORATION  
OF  
FISCHER LAKE ISLAND PROPERTY OWNER'S ASSOCIATION, INC.

The undersigned subscriber, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

**ARTICLE I**  
**NAME**

The name of the corporation shall be the FISCHER LAKE ISLAND PROPERTY OWNER'S ASSOCIATION, INC., which is hereinafter referred to as "the Association". The address of the principle office of the Association is 10729 U.S. Highway 1, Sebastian, Florida 32958.

**ARTICLE II**  
**PURPOSES, POWERS AND DEFINITIONS**

Section 1. Purposes and Powers.

(a) The objects and purposes of the Association are those objects and purposes as are authorized by the Dedication and Declarations of Restrictions for Fischer Lake Island, a subdivision recorded (or to be recorded) in the Public Records of Indian River County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values and amenities in the property for the benefit of the members of the Association. The Association is not organized for profit, and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

(b) The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or members. The Association shall have such powers as may be set forth in the By-Laws, and the Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of its membership.

Section 2. Surface Water or Stormwater Management System Duties; Powers; and Dissolution.

(a) The Association shall operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management

Nelson

District Permit requirements and applicable St. Johns River Water Management District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall levy and collect adequate Assessments against lot owners for the costs of maintenance and operation of the Surface Water or Stormwater Management System. The Assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to work within retention areas, drainage structures and drainage easements.

(b) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Rule 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Section 3. Definitions. The following words when used in these Articles (unless the context shall prohibit) shall have the following meanings:

(a) "Assessment" means and refers to a share of the funds required for payment of the expenses of the Association, which funds shall be assessed against a lot owner from time to time.

(b) "Association" means and refers to the Fischer Lake Island Property Owners' Association, Inc., a Florida not-for-profit corporation.

(c) "Declaration" means and refers to the Dedication and Declaration of Restrictions for Fischer Lake Island, a subdivision as recorded in the Public Records of Indian River County, Florida, and as the same may be amended from time to time.

(d) "Developer" means and refers to Henry Anthony Fischer, his successors and such of his assigns as to which the rights of Developer hereunder are specifically assigned by written instrument recorded in the Public Records of Indian River County, Florida. The Developer may assign only a portion of its rights, hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment of its rights, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. A lot purchaser, lot owner or a lot mortgagee shall not be deemed to be the Developer by the mere act of purchase or mortgage of a lot.

(e) "Entitled to Vote" means and refers to that lot owner entitled to a vote for a lot at an Association meeting. If more than one person or legal entity shall own a lot, the owners thereof shall determine among themselves who shall be the member entitled to vote. Said determination shall be manifested upon a voting certificate, signed by all owners of said lot, and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein, all lot owners whether entitled to vote or not are

assured of all other privileges, rights, and obligations of Association membership and shall be members of the Association.

(f) "Member" means and refers to all those owners who are members of the Association as provided in the Declaration.

(g) "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the property, but excluding anyone having an interest in a lot as security for the performance of an obligation. Owner shall include Developer as to each and every lot owned by Developer.

(h) "Plat" means and refers to the plat of Fischer Lake Island, a subdivision, recorded or to be recorded in the Public Records of Indian River County, Florida, together with any plat of additional land made subject to this Declaration and to the jurisdiction of the Association.

(i) "Property" means and refers to the real property described in the Declaration, and such additions thereto, as are now or hereafter made subject to the Declaration and to the jurisdiction of the Association.

(j) "Surface Water or Stormwater Management System" means and refers to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

### **ARTICLE III** **MEMBERS**

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. Membership in the Association shall be appurtenant to each lot and may not be separated from ownership of said lot. The record title holder to each lot shall automatically become a member of the Association and shall be assured of all rights and privileges thereof upon presentation of a photographically or otherwise reproduced copy of said owner's deed recorded in the Public Records of Indian River County, Florida to the Association Secretary for placement in the records of the Association. To the extent that said deed shall pass title to a new lot owner from an existing lot owner, membership in the Association shall be transferred from the existing lot owner to the new lot owner.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those owners as defined in Article III, Section 1 with the exception of the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A member to the extent it would otherwise qualify). Except as provided below, Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Article III, Section 1. When more than one person holds such interest or interest in any lot, all such persons shall be members but the vote for such lot shall be exercised only by that one person who is entitled to vote. In no event shall more than one vote be cast with respect to any such lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to one (1) vote, plus two (2) votes (for a total of three (3) votes) for each lot owned by the Developer. The Class B membership shall cease and terminate: 1) at such time as 90% of all lots to be ultimately subject (including future phases) to Association membership within the property have been sold and conveyed by the Developer; or 2) fifteen (15) years from the date of the first conveyance by Developer of a lot; or 3) sooner at the election of the Developer, whichever event shall first occur, whereupon the Class A members shall be obligated to elect the Board and assume control of the Association. Upon termination of the Class B membership as provided for herein, the Class B membership shall convert to Class A membership with voting strength as set forth above for Class A membership.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if 30% of the total number of votes that may be cast by members entitled to vote and in good standing shall be present or represented at the meeting either in person or by general or limited proxy.

Section 4. General Matters. When reference is made in these Articles of Incorporation, or in the By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of members entitled to vote and not of the members themselves.

#### **ARTICLE IV** **CORPORATE EXISTENCE**

The Association shall have perpetual existence. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida.

#### **ARTICLE V** **BOARD OF DIRECTORS**

Section 1. Management by Directors. The property, business and affairs of the

Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting. Directors may be individuals who are foreign nationals.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>NAME</u>	<u>ADDRESS</u>
Henry Anthony Fischer	10729 U.S. Highway 1 Sebastian, FL 32958
Henry Andrew Fischer	10729 U.S. Highway 1 Sebastian, FL 32958
Eric Carl Fischer	10729 U.S. Highway 1 Sebastian, FL 32958

Notwithstanding any other provision contained in these Articles of Incorporation, until such time as the Class B membership shall terminate, the Developer shall have the absolute right to remove directors that the Developer has appointed and appoint successor directors without the consent, joinder or approval of any Class A members.

Section 3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors, directors shall be elected by members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing on the property or shall be authorized representatives, officers or employees of corporate members of the Association, or designees of the Developer. ✓

Section 4. Duration of Office. Except as provided in Article V, Section 2. hereof, members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.



**ARTICLE VI**  
**OFFICERS**

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and address of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Henry Andrew Fischer	President	10729 U.S. Highway 1 Sebastian, FL 32958
Eric Carl Fischer	Vice President Treasurer Secretary	10729 U.S. Highway 1 Sebastian, FL 32958

**ARTICLE VII**  
**BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

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**ARTICLE VIII**  
**AMENDMENTS**

Section 1. Amendments. Amendments to these Articles of Incorporation shall be proposed by the Board of Directors and, after notice to members ten (10) days in advance of the meeting and in the manner provided for in Chapter 617 of the Florida Statutes setting forth the proposed amendment or a summary of the changes to be effected thereby, thereafter shall be submitted to a meeting for the membership of the Association for adoption or rejection by affirmative majority vote of 66 2/3 % of the members entitled to vote in person or by limited proxy.

Section 2. Conflict. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

**ARTICLE IX**  
**INCORPORATOR**

The name and address of the incorporator of these Articles of Incorporation is Henry Anthony Fischer, 10729 U.S. Highway 1, Sebastian, Florida 32958.

**ARTICLE X**  
**INDEMNIFICATION**

Section 1. Indemnification In Proceedings. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved, other than an action by, or in the right of, the corporation, by reason of his being or having been a Director or Officer of the Association, or having served at the Association's request as a Director or Officer of any other corporation, whether or not he is a Director or Officer at the time such expenses are incurred, regardless of or by whom the proceeding was brought, if he acted in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. In the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Director did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. No indemnification may be made pursuant to this Article X, Section 1. in relation to matters as to which any Director or Officer is adjudged to be liable for gross

negligence or willful misconduct.

Section 2. Indemnification In Proceedings By Or In The Right Of The Association. The Association shall indemnify every Director and every Officer who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, Officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Prepayment of Costs and Attorneys' Fees. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding, if authorized by all of the non-interested Directors and upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount, if it shall ultimately be determined that he is not to be indemnified by the Association, as authorized by these Articles of Incorporation.

Section 4. Indemnity Insurance. The Association shall have the power to purchase, at its expense, and maintain insurance on behalf of any individual who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a director or officer of another organization at the request or direction of the Association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation.

Section 5. Amendment of Article. The provisions of this Article shall not be amended.

## ARTICLE XI REGISTERED AGENT

Until changed, Henry Anthony Fischer shall be the registered agent of the Association and the registered office shall be at 10729 U.S. Highway 1, Sebastian, FL. 32958.

1012047148

IN WITNESS WHEREOF, the said incorporator has caused a duly authorized officer to hereunto set his hand and the corporate seal on behalf of the Corporation this 20<sup>th</sup> day of OCTOBER, 1998.

(signature) Ann L. Perry  
(print name) ANN L. PERRY

[Signature]  
Henry Anthony Fischer

(signature) Sheryl A. Foy  
(print name) Sheryl Foy

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OCT 23 AM 9:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 20 day of OCTOBER, 1998, by Henry Anthony Fischer, who is personally known to me.



Ann L. Perry  
MY COMMISSION # CC731744 EXPIRES  
April 10, 2002  
BONDED THRU TROY FARM INSURANCE, INC.

Ann L. Perry  
Notary Public  
My Commission No. is:  
My Commission Expires: 4-10-2002

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principle office, as indicated in the foregoing articles of incorporation, at the County of Indian River, State of Florida, the corporation named in said articles has named Henry Anthony Fischer, located at 10729 U.S. Highway 1, Sebastian, Florida 32958, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

[Signature]  
Henry Anthony Fischer, Registered Agent

Date: OCTOBER 20, 1998

201097407140

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IN THE RECORDS OF  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

**COPY**  
**FIRST AMENDMENT**  
**To**  
**Declaration of Conditions, Covenants,**

**Easements and Restrictions**

**for**

**FISCHER LAKE ISLAND**

**for**

**Annexing Additional Land to the Property**  
**COPY**  
**FISCHER LAKE ISLAND, PHASE TWO**

**COPY**

Ret. To: CITY OF SEBASTIAN

**PREPARED BY:**  
**Warren W. Dill, Esq.**  
**Warren W. Dill, P.A.**  
**1515 U.S. Hwy. 1, Ste. 201**  
**Sebastian, FL. 32958**

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**FIRST AMENDMENT  
TO  
DECLARATION OF CONDITIONS, COVENANTS  
EASEMENTS AND RESTRICTIONS  
FOR**

**FISCHER LAKE ISLAND  
FOR  
ANNEXING ADDITIONAL LAND TO THE PROPERTY  
FISCHER LAKE ISLAND, PHASE TWO**

THIS DECLARATION, is made this 20<sup>th</sup> day of July, 1999, by  
Henry Anthony Fischer (the Developer).

RECITALS

1. The Developer is constructing Fischer Lake Island.
2. A Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island (the Declaration) was recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida.
3. The Developer desires to amend the Declaration, to bring additional land under the provisions of the Declaration.
4. **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO** of the Declaration provides for the addition of parcels of land to Fischer Lake Island (the Property) for the purpose of making the additional land part and parcel of the Property and subjecting the additional land to the Declaration.
5. The Developer owns additional land and desires to declare said land to be part and parcel of the Property and subject to the Declaration, which additional land is more particularly described as follows:

*See Exhibit "A" attached hereto and by this reference made a part hereof. Said Property having been platted as Fischer Lake Island, Phase Two.*

ARTICLE I  
DEFINITIONS

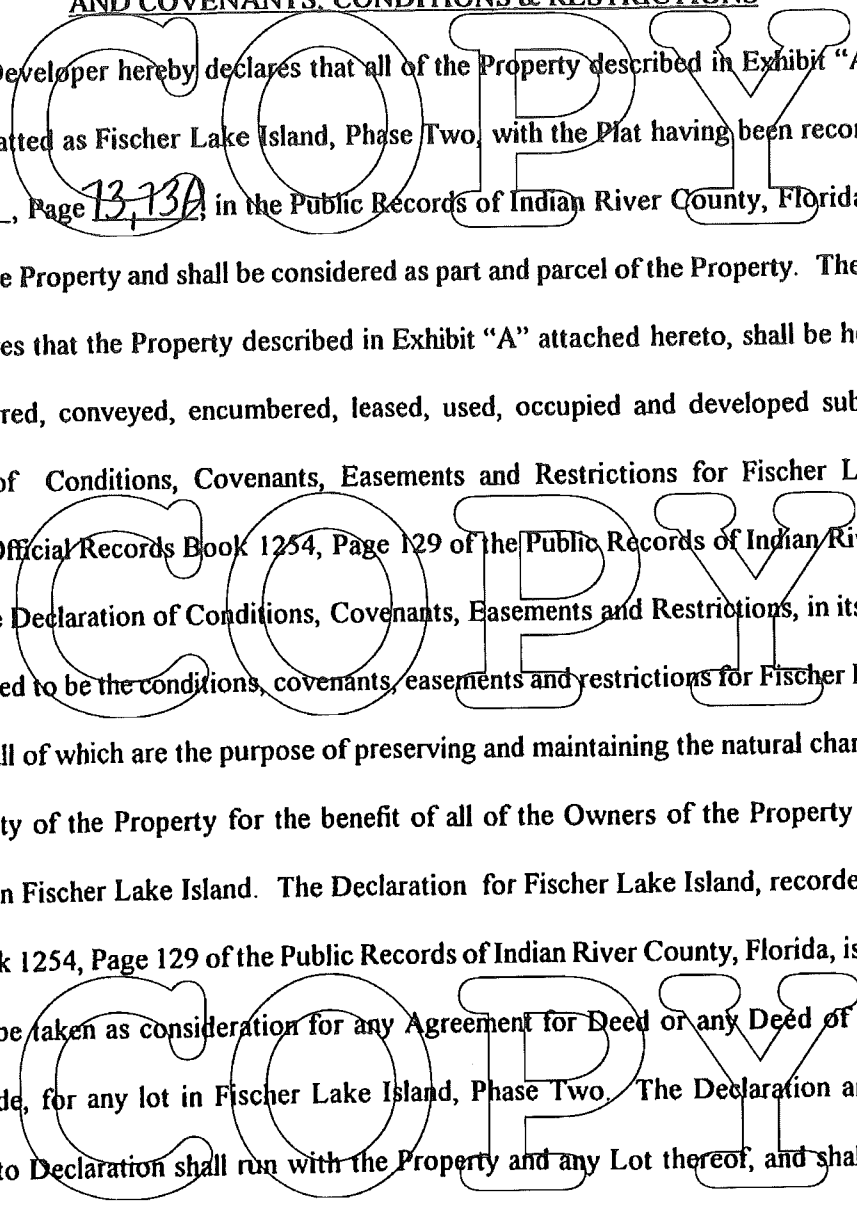
The terms defined in the Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129, Public Records of Indian

OR 129 | Pg 1262

River County, Florida are incorporated herein by reference.

**ARTICLE II  
ANNEXATION  
AND COVENANTS, CONDITIONS & RESTRICTIONS**

The Developer hereby declares that all of the Property described in Exhibit "A" attached hereto and platted as Fischer Lake Island, Phase Two, with the Plat having been recorded in Plat Book 15, Page 13, 13A in the Public Records of Indian River County, Florida, is hereby annexed to the Property and shall be considered as part and parcel of the Property. The Developer further declares that the Property described in Exhibit "A" attached hereto, shall be held, owned, sold, transferred, conveyed, encumbered, leased, used, occupied and developed subject to the Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129 of the Public Records of Indian River County, Florida. The Declaration of Conditions, Covenants, Easements and Restrictions, in its entirety, is hereby declared to be the conditions, covenants, easements and restrictions for Fischer Lake Island, Phase Two, all of which are the purpose of preserving and maintaining the natural character, value and desirability of the Property for the benefit of all of the Owners of the Property or any part thereof, within Fischer Lake Island. The Declaration for Fischer Lake Island, recorded in Official Records Book 1254, Page 129 of the Public Records of Indian River County, Florida, is intended to be and shall be taken as consideration for any Agreement for Deed or any Deed of conveyance hereafter made, for any lot in Fischer Lake Island, Phase Two. The Declaration and this First Amendment to Declaration shall run with the Property and any Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable right, title or interest in the Property or any part thereof, their heirs, successors, successor-in-title and assigns, and shall inure to the benefit of



OR 1291 PG 1263

all of the Owners of the Property or any part thereof.

IN WITNESS WHEREOF, this First Amendment To Declaration of Conditions, Covenants, Easements and Restrictions is executed this 20 day of July, 1999.

WITNESSES:

Ann L. Perry  
Joy L. Eisele

DEVELOPER:

Henry Anthony Fischer  
Henry Anthony Fischer

COPY

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of July, 1999 by Henry Anthony Fischer, he is personally known to me or who has produced \_\_\_\_\_ as identification.

COPY

"SEAL"  Ann L. Perry  
MY COMMISSION # CC731744 EXPIRES  
April 10, 2002  
BONDED THROUGH TROY FARM INSURANCE, INC.

Ann L. Perry  
Notary Public  
My Commission Expires: 4-10-2002  
My Commission No. is: CC731744

COPY

DR 1291 PG 1264



LEGAL DESCRIPTION:

PORTIONS OF SECTIONS 14 AND 23, TOWNSHIP 31 SOUTH, RANGE 38 EAST, CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, RUN SOUTH  $00^{\circ} 19' 30''$  WEST, ALONG THE WEST LINE OF SAID SECTION, 493.87 FEET; THENCE SOUTH  $89^{\circ} 39' 21''$  EAST, 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF EAGLE'S CIRCLE AS SHOWN ON THE PLAT OF FISCHER LAKE ISLAND, PHASE ONE AS RECORDED IN PLAT BOOK 15, PAGE 55, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, CONTINUE SOUTH  $89^{\circ} 39' 21''$  EAST, 232.16 FEET; THENCE SOUTH  $88^{\circ} 58' 52''$  EAST, 180.08 FEET; THENCE NORTH  $01^{\circ} 07' 56''$  EAST, 172.65 FEET; THENCE NORTH  $11^{\circ} 37' 24''$  WEST, 475.32 FEET; THENCE NORTH  $13^{\circ} 18' 19''$  WEST, 529.91 FEET; THENCE NORTH  $74^{\circ} 15' 03''$  EAST, 76.35 FEET; THENCE NORTH  $57^{\circ} 31' 38''$  EAST, 175.59 FEET TO A POINT ON A NON-RADIAL CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 520.00 FEET, AND THROUGH WHICH A RADIAL LINE BEARS NORTH  $55^{\circ} 38' 52''$  EAST; SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF THE AFOREMENTIONED EAGLE'S CIRCLE, THENCE RUNNING ALONG SAID RIGHT-OF-WAY NORTHWESTERLY 73.70 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $8^{\circ} 07' 14''$ ; THENCE NORTH  $42^{\circ} 28' 22''$  WEST, 161.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 23.00 FEET; THENCE RUN WESTERLY 36.13 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ} 00' 00''$ ; THENCE SOUTH  $47^{\circ} 31' 38''$  WEST, 253.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 186.00 FEET; THENCE RUN SOUTHERLY 66.48 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $29^{\circ} 26' 45''$ ; THENCE SOUTH  $00^{\circ} 10' 49''$  WEST, 724.47 FEET; THENCE SOUTH  $00^{\circ} 19' 30''$  WEST, 493.87 FEET TO THE POINT OF BEGINNING.  
ALL THE ABOVE CONTAINING 10.21 ACRES, MORE OR LESS.

Exhibit "A"  
to  
First Amendment  
Fischer Lake Island

**COMMUNITIES**

The following lots are added to the Fischer Lake Island Homeowners Community as shown on the Plat:

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 - Block "A"  
Lots 31 and 32 - Block "B"

**COPY**

**COPY**

**COPY**

OR 1291 PG 1266

**Exhibit "B"**  
**to First Amendment**  
**Fischer Lake Island**

Rec. 28.50  
Misc. 2.00

IN THE RECORDS OF  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA

1336459

02 MAR -7 AM 9:52

**COPY**

**SECOND AMENDMENT**

To

**Declaration of Conditions, Covenants,**

**Easements and Restrictions**

for

**FISCHER LAKE ISLAND**

for

**COPY**

**Annexing Additional Land to the Property**

**FISCHER LAKE ISLAND, PHASE THREE**

**COPY**

**PREPARED BY:**  
Warren W. Dill, Esq.  
Dill & Evans, L.C.  
1515 U.S. Hwy. 1, Ste. 201  
Sebastian, FL. 32958

02 MAR 2019 191

Return. to No. County

**SECOND AMENDMENT  
TO  
DECLARATION OF CONDITIONS, COVENANTS  
EASEMENTS AND RESTRICTIONS  
FOR**

**FISCHER LAKE ISLAND  
FOR  
ANNEXING ADDITIONAL LAND TO THE PROPERTY  
FISCHER LAKE ISLAND, PHASE THREE**

THIS DECLARATION, is made this 15 day of February, 2002, by  
Henry Anthony Fischer (the Developer).

RECITALS

1. The Developer is constructing Fischer Lake Island.
2. A Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island (the Declaration) was recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida.
3. The Declaration has been amended, modified and made applicable to additional real property in accordance with the following amendment:  
First Amendment - Official Records (Book 1291), Page 1261, recorded in the Public Records of Indian River County, Florida.
4. The Developer desires to amend the Declaration, to bring additional land under the provisions of the Declaration.
5. ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO of the Declaration provides for the addition of parcels of land to Fischer Lake Island (the Property) for the purpose of making the additional land part and parcel of the Property and subjecting the additional land to the Declaration.
6. The Developer owns additional land and desires to declare said land to be part and parcel of the Property (Phases One and Two) and subject to the Declaration, which additional land is more particularly described as follows:

*See Exhibit "A" attached hereto and by this reference  
made a part hereof. Said Property having been  
platted as Fischer Lake Island, Phase Three.*

ARTICLE I  
DEFINITIONS

The terms defined in the Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida are incorporated herein by reference.

COPY

ARTICLE II  
ANNEXATION

AND COVENANTS, CONDITIONS & RESTRICTIONS

The Developer hereby declares that all of the Property described in Exhibit "A" attached hereto and platted as Fischer Lake Island, Phase Three, with the Plat having been recorded in Plat Book 16, Page 70, in the Public Records of Indian River County, Florida, is hereby

annexed to the Property and shall be considered as part and parcel of the Property. The Developer further declares that the Property described in Exhibit "A" attached hereto, shall be held, owned, sold, transferred, conveyed, encumbered, leased, used, occupied and developed subject to the Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island,

COPY

recorded in Official Records Book 1254, Page 129 of the Public Records of Indian River County, Florida. The Declaration of Conditions, Covenants, Easements and Restrictions, in its entirety, is hereby declared to be the conditions, covenants, easements and restrictions for Fischer Lake Island,

Phase Three, all of which are for the purpose of preserving and maintaining the natural character, value and desirability of the Property for the benefit of all of the Owners of the Property or any part thereof, within Fischer Lake Island. The Declaration for Fischer Lake Island, recorded in Official Records Book 1254, Page 129 of the Public Records of Indian River County, Florida, is intended to

COPY

be and shall be taken as consideration for any Agreement for Deed or any Deed of conveyance hereafter made, for any lot in Fischer Lake Island, Phase Three. The Declaration and this Second

081179000193

Amendment to Declaration shall run with the Property and any Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable right, title or interest in the Property or any part thereof, their heirs, successors, successor-in-title and assigns, and shall inure to the benefit of all of the Owners of the Property or any part thereof.

IN WITNESS WHEREOF, this Second Amendment To Declaration of Conditions, Covenants, Easements and Restrictions is executed this 15<sup>th</sup> day of February, 2002.

WITNESSES:

DEVELOPER:

Doris J. Grant  
Doris J. Grant

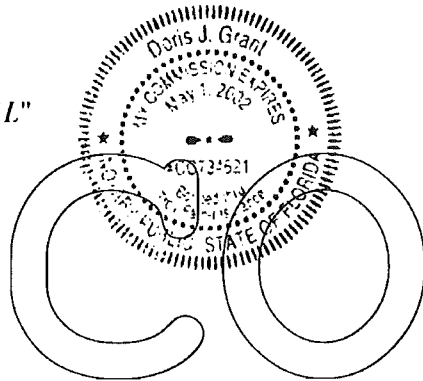
Henry Anthony Fischer  
Henry Anthony Fischer

Joy L. Eisele  
Joy L. Eisele

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this 15 day of February, 2002, by Henry Anthony Fischer, who is personally known to me or who has produced \_\_\_\_\_ as identification.

"SEAL"



Doris J. Grant  
Notary Public  
My Commission Expires:  
My Commission No. is:

001179100191

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 17, BLOCK A, FISCHER LAKE ISLAND, PHASE TWO, AS RECORDED IN PLAT BOOK 15, PAGE 73, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, RUN SOUTH  $00^{\circ}19'30''$  WEST, ALONG THE EAST RIGHT OF WAY OF EAGLE'S CIRCLE, AS SHOWN ON SAID PHASE TWO, 550.00 FEET; THENCE SOUTH  $89^{\circ}39'21''$  EAST, 230.04 FEET; THENCE SOUTH  $82^{\circ}45'22''$  EAST, 141.84 FEET; THENCE SOUTH  $05^{\circ}24'09''$  WEST, 110.51 FEET; THENCE SOUTH  $12^{\circ}16'37''$  WEST, 233.35 FEET; THENCE NORTH  $85^{\circ}19'15''$  EAST, 129.59 FEET; THENCE SOUTH  $68^{\circ}56'57''$  EAST, 180.21 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 180.00 FEET; THENCE RUN NORTHERLY 22.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $7^{\circ}02'24''$ ; THENCE NORTH  $28^{\circ}05'27''$  EAST, 121.83 FEET TO A POINT ON A NON-RADIAL CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 295.00 FEET AND THROUGH WHICH A RADIAL LINE BEARS NORTH  $61^{\circ}56'32''$  WEST; THENCE RUN NORTHERLY 84.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $16^{\circ}27'22''$ ; THENCE NORTH  $11^{\circ}36'06''$  EAST, 254.16 FEET TO THE SOUTHEAST CORNER OF LOT 15, BLOCK B, FISCHER LAKE ISLAND PHASE ONE, AS RECORDED IN PLAT BOOK 15, PAGE 55, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE NORTH  $78^{\circ}23'54''$  WEST, 219.08 FEET; THENCE NORTH  $83^{\circ}58'54''$  WEST, 158.13 FEET; THENCE NORTH  $05^{\circ}24'09''$  EAST, 323.78 FEET; THENCE NORTH  $01^{\circ}07'56''$  EAST, 117.66 FEET; THENCE NORTH  $88^{\circ}53'53''$  WEST, 180.09 FEET; THENCE NORTH  $89^{\circ}39'21''$  WEST, 232.16 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE SITUATE IN INDIAN RIVER COUNTY, FLORIDA, AND CONTAINING 8.71 ACRES, MORE OR LESS.

COPY

Exhibit "A"  
to Second Amendment  
Fischer Lake Island

081472000195

**COMMUNITIES**

The following lots are added to the Fischer Lake Island Homeowners Community as shown on the Plat for Phase Three:

Lots 12, 13, 14, 15, 16 - Block "A"  
Lots 11, 12, 13, 14 - Block "B"

**COPY**

**COPY**

**COPY**

**Exhibit "B"**  
**to Second Amendment**  
**Fischer Lake Island**

DR 1472889195



38.50  
6.00  
1.00 CC

IN THE RECORDS OF  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

1454985

03 JUL -2 AM 11:53

**COPY**

**THIRD AMENDMENT**

To

**Declaration of Conditions, Covenants,**

**Easements and Restrictions**

for

**FISCHER LAKE ISLAND**

and

**COPY**

**Annexing Additional Land to the Property**

**FISCHER LAKE ISLAND, PHASE FOUR**

**COPY**

**PREPARED BY:**

Warren W. Dill, Esq.

Dill & Evans, P.L.

1515 U.S. Highway 1, Suite 201  
Sebastian, Florida 32958

OR 1610PG0752

**THIRD AMENDMENT  
TO  
DECLARATION OF CONDITIONS, COVENANTS  
EASEMENTS AND RESTRICTIONS  
FOR**

**FISCHER LAKE ISLAND  
FOR  
ANNEXING ADDITIONAL LAND TO THE PROPERTY  
FISCHER LAKE ISLAND, PHASE FOUR**

COPY

THIS DECLARATION, is made this 2ND day of JULY, 2003, by

Henry Anthony Fischer (the Developer).

RECITALS

1. The Developer is constructing Fischer Lake Island.
  2. A Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island (the Declaration) was recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida.
- COPY

3. The Declaration has been amended, modified and made applicable to additional real property in accordance with the following amendments:

First Amendment - Official Records Book 1291, Page 1261, recorded in the Public Records of Indian River County, Florida;

Second Amendment - Official Records Book 1472, Page 191, recorded in the Public Records of Indian River County, Florida.

4. The Developer desires to amend the Declaration, to bring additional land under the provisions of the Declaration.
- COPY

5. ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS

OR 1610PG0753

THERETO of the Declaration provides for the addition of parcels of land to Fischer Lake Island (the Property) for the purpose of making the additional land part and parcel of the Property and subjecting the additional land to the Declaration.

6. The Developer owns additional land and desires to declare said land to be part and parcel of the Property (Phases One, Two and Three) and subject to the Declaration, which additional land is more particularly described as follows:

COPY

*See Exhibit "A" attached hereto and by this reference made a part hereof. Said Property having been platted as Fischer Lake Island, Phase Four.*

**ARTICLE I**  
**DEFINITIONS**

The terms defined in the Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida are incorporated herein by reference.

COPY

**ARTICLE II**  
**ANNEXATION**

**AND COVENANTS, CONDITIONS & RESTRICTIONS**

The Developer hereby declares that all of the Property described in Exhibit "A" attached hereto and platted as Fischer Lake Island, Phase Four, with the Plat having been recorded in Plat Book 17, Page 12, in the Public Records of Indian River County, Florida, is hereby annexed to the Property and shall be considered as part and parcel of the Property. The Developer further declares

COPY

OR 1610PG0754

that the Property described in Exhibit "A" attached hereto, shall be held, owned, sold, transferred, conveyed, encumbered, leased, used, occupied and developed subject to:

Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129;

First Amendment to Declaration recorded in Official Records Book 1291, Page 1261;

Second Amendment to Declaration recorded in Official Records Book 1472, Page 191;

all of the above are recorded in the Public Records of Indian River County, Florida.

The Declaration, First Amendment and Second Amendment, in their entirety, are hereby declared to be the conditions, covenants, easements and restrictions for Fischer Lake Island, Phase Four, all of which are for the purpose of preserving and maintaining the natural character, value and desirability of the Property for the benefit of all of the Owners of the Property or any part thereof, within Fischer Lake Island. All of the conditions, covenants, easements and restrictions contained in the Declaration for Fischer Lake Island, recorded in Official Records Book 1254, Page 129 of the Public Records of Indian River County, Florida, as well as the conditions, covenants, easements and restrictions contained in the First Amendment to Declaration recorded in Official Records Book 1291, Page 1261 and the Second Amendment to Declaration recorded in Official Records Book 1472, Page 191 and the Third Amendment, all recorded in the Public Records of Indian River County, Florida, are intended to be and shall be taken as consideration for any Agreement for Deed or any Deed of conveyance hereafter made, for any lot in Fischer Lake Island, Phase Four. The Declaration, First Amendment, Second Amendment and this Third Amendment to Declaration shall

OR 1610PG0755

run with the Property and any Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable right, title or interest in the Property or any part thereof, their heirs, successors, successor-in-title and assigns, and shall inure to the benefit of all of the Owners of the Property or any part thereof.

COPY

IN WITNESS WHEREOF, this Third Amendment To Declaration of Conditions, Covenants, Easements and Restrictions is executed this 2ND day of JULY, 2003.

WITNESSES:

DEVELOPER:

*Ann L Perry*  
(signature)  
(print name) ANN L. PERRY

*[Signature]*  
Henry Anthony Fischer

*Tiffany A. Simons*  
(signature)  
(print name) TIFFANY A. SIMONS

COPY

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this 2ND day of JULY, 2003, by Henry Anthony Fischer, who is personally known to me or who has produced \_\_\_\_\_ as identification.

"SEAL"

*Ann L. Perry*  
Notary Public  
My Commission Expires: 4-10-06  
My Commission No. is: DD 093999



Ann L. Perry  
MY COMMISSION # DD093999 EXPIRES  
April 10, 2006  
INDIAN RIVER TOURISM DEVELOPMENT, INC.

COPY

OR 1610PG0756

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK A, FISCHER LAKE ISLAND, PHASE THREE, AS RECORDED IN PLAT BOOK 16, PAGES 70 AND 70A, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA RUN SOUTH 00°19'30" WEST, ALONG THE EAST RIGHT OF WAY OF EAGLE'S CIRCLE, 335.87 FEET; THENCE SOUTH 89°40'30" EAST, 220.24 FEET; THENCE SOUTH 77°10'35" EAST, 94.57 FEET TO THE SOUTHWEST CORNER OF LOT 11, BLOCK B, OF AFORESAID SUBDIVISION; THENCE NORTH 12°16'37" EAST, 133.35 FEET; THENCE NORTH 5°24'09" EAST, 110.51 FEET; THENCE NORTH 82°45'22" WEST, 141.84 FEET; THENCE NORTH 89°39'21" WEST, 230.04 FEET TO THE POINT OF BEGINNING.

AND ALSO

THAT PARCEL LYING EAST AND SOUTH OF LOTS 20 THROUGH 26 AND LOT 31, BLOCK A, FISCHER LAKE ISLAND, PHASE TWO, AS RECORDED IN PLAT BOOK 15, PAGE 73, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND NORTH AND WEST OF LOT 23, BLOCK B AND EAGLE'S CIRCLE, FISCHER LAKE ISLAND, PHASE ONE, AS RECORDED IN PLAT BOOK 15, PAGE 55, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

ALL THE ABOVE SITUATE IN INDIAN RIVER COUNTY, FLORIDA AND CONTAINING 8.25 ACRES, MORE OR LESS.

COMMUNITIES

The following lots are added to the Fischer Lake Island Homeowners Community as shown on the Plat for Phase Four:

Lots 9, 10 and 11 - Block "A"

Lots 24, 25, 26, 27, 28, 29 and 30 - Block "B"

Exhibit "A"  
to  
Third Amendment  
Fischer Lake Island

DR 1610PG0757

28.50 Rec.  
0.00 copy  
1.00 cert.  
1.00 fill in

IN THE RECORDS OF  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

**FOURTH AMENDMENT  
TO  
DECLARATION OF CONDITIONS, COVENANTS  
EASEMENTS AND RESTRICTIONS**

**COPY**  
FOR  
FISCHER LAKE ISLAND  
FOR  
ANNEXING ADDITIONAL LAND TO THE PROPERTY  
FISCHER LAKE ISLAND, PHASE FIVE

THIS DECLARATION, is made this 28th day of August, 2003, by

Henry Anthony Fischer (the Developer).

RECITALS

1. The Developer is constructing Fischer Lake Island.  
2. A Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island (the Declaration) was recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida.

3. The Declaration has been amended, modified and made applicable to additional real property in accordance with the following amendments:

First Amendment - Official Records Book 1291, Page 1261, recorded in the Public Records of Indian River County, Florida;

Second Amendment - Official Records Book 1472, Page 191, recorded in the Public Records of Indian River County, Florida.

Third Amendment - Official Records Book 1610, Page 752, recorded in the Public Records of Indian River County, Florida.

4. The Developer desires to amend the Declaration, to bring additional land under the provisions of the Declaration.

Eric Fischer  
629 Fischer Hammock Rd.  
Sebastian, FL 32958

1471422

03 AUG 28 10:37

OK1631PG0712

5. ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS  
THEREUTO of the Declaration provides for the addition of parcels of land to Fischer Lake Island (the  
Property) for the purpose of making the additional land part and parcel of the Property and  
subjecting the additional land to the Declaration.

6. The Developer owns additional land and desires to declare said land to be part and  
parcel of the Property (Phases One, Two, Three and Four) and subject to the Declaration, which  
additional land is more particularly described as follows:

*See Exhibit "A" attached hereto and by this reference  
made a part hereof. Said Property having been  
platted as Fischer Lake Island, Phase Five.*

ARTICLE I  
DEFINITIONS

The terms defined in the Declaration of Conditions, Covenants, Easements and Restrictions  
for Fischer Lake Island, recorded in Official Records Book 1254, Page 129, Public Records of Indian  
River County, Florida are incorporated herein by reference.

ARTICLE II  
ANNEXATION  
AND COVENANTS, CONDITIONS & RESTRICTIONS

The Developer hereby declares that all of the Property described in Exhibit "A" attached  
hereto and platted as Fischer Lake Island, Phase Five, with the Plat having been recorded in Plat  
Book 17, Page 37, in the Public Records of Indian River County, Florida, is hereby annexed



to the Property and shall be considered as part and parcel of the Property. The Developer further declares that the Property described in Exhibit "A" attached hereto, shall be held, owned, sold, transferred, conveyed, encumbered, leased, used, occupied and developed subject to:

Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129;

First Amendment to Declaration recorded in Official Records Book 1291, Page 1261;

Second Amendment to Declaration recorded in Official Records Book 1472, Page 191;

Third Amendment to Declaration recorded in Official Records Book 1610, Page 752;

all of the above are recorded in the Public Records of Indian River County, Florida.

The Declaration, First Amendment, Second Amendment and Third Admendment, in their entirety, are hereby declared to be the conditions, covenants, easements and restrictions for Fischer Lake Island, Phase Five, all of which are for the purpose of preserving and maintaining the natural character, value and desirability of the Property for the benefit of all of the Owners of the Property or any part thereof, within Fischer Lake Island. All of the conditions, covenants, easements and

restrictions contained in the Declaration for Fischer Lake Island, recorded in Official Records Book 1254, Page 129 of the Public Records of Indian River County, Florida, as well as the conditions, covenants, easements and restrictions contained in the First Amendment to Declaration recorded in Official Records Book 1291, Page 1261, the Second Amendment to Declaration recorded in Official Records Book 1472, Page 191, the Third Amendment to Declaration recorded in O.R. Book 1610,

Page 752 and the Fourth Amendment, all recorded in the Public Records of Indian River County, Florida, are intended to be and shall be taken as consideration for any Agreement for Deed or any Deed of conveyance hereafter made, for any lot in Fischer Lake Island, Phase Five. The Declaration, First Amendment, Second Amendment, Third Amendment and this Fourth Amendment to Declaration shall run with the Property and any Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable right, title or interest in the Property or any part thereof, their heirs, successors, successor-in-title and assigns, and shall inure to the benefit of all of the Owners of the Property or any part thereof.

COPY

IN WITNESS WHEREOF, this Fourth Amendment To Declaration of Conditions, Covenants, Easements and Restrictions is executed this 28 day of August, 2003.

WITNESSES:

(signature) [Signature]  
(print name) WAYNE HALL

(signature) [Signature]  
(print name) Joy L. Eisele

DEVELOPER:

(signature) [Signature]  
Henry Anthony Fischer

COPY

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this 28 day of August, 2003, by Henry Anthony Fischer, who is personally known to me or who has produced \_\_\_\_\_ as identification.

"SEAL"

[Signature]  
Notary Public  
My Commission Expires: May 1, 2006  
My Commission No. is: DD101489



Doris J. Grant  
MY COMMISSION # DD101489 EXPIRES  
May 1, 2006  
BONDED THRU FIDELITY INSURANCE, INC.

UR1631P60715

This instrument was prepared by  
and should be returned to  
Warren W. Dill, Esq  
Dill & Evans, P.L.  
1515 US Highway One, Suite 201  
Sebastian, Florida 32958

# COPY

## MORTGAGEE'S JOINDER

The undersigned being the holder of that certain interest arising by virtue of its mortgage recorded in O.R. Book 1501, Page 2360, Public Records of Indian River County, Florida, does hereby consent, ratify and join in the execution of the Fourth Amendment to the Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, Phase Five, to which this Joinder is attached for the purposes herein expressed and agrees that its mortgage shall be subordinated to the Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, Phase Five.

IN WITNESS WHEREOF, the undersigned national banking association has cause this Joinder to be signed by its President Randy J. Riley and its seal to be affixed by and with the authority of its Board of Directors this 28<sup>th</sup> day of August, 2003.

Signed in the presence of:

Signature: [Signature]  
Printed name: TANIA DONOHIA

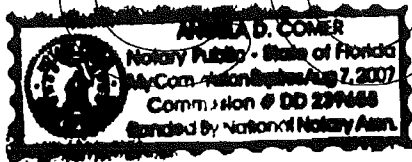
Signature: [Signature]  
Printed name: Angela D Comer

PUBLIC BANK  
By: [Signature]  
Printed Name: Randy J. Riley  
Title: President Indian River Co. Fla.

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2003, by Randy J. Riley, the President, Indian River Co. of PUBLIC BANK, on behalf of the bank, who is personally known to me or who has produced \_\_\_\_\_ as identification.

"SEAL"



[Signature]  
Notary Public  
My Commission Expires:  
My Commission Number is:

LEGAL DESCRIPTION

EXHIBIT "A"

A PORTION OF SECTION 23, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, BLOCK A, FISCHER LAKE ISLAND PHASE FOUR, AS RECORDED IN PLAT BOOK 17, PAGE 12, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, RUN SOUTH  $00^{\circ}19'30''$  WEST, ALONG THE EAST LINE OF EAGLE'S CIRCLE, AS SHOWN ON THE PLAT OF FISCHER LAKE ISLAND, PHASE ONE, RECORDED IN PLAT BOOK 15, PAGE 55, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, 432.00 FEET; THENCE SOUTH  $89^{\circ}40'30''$  WEST EAST, 216.00 FEET; THENCE SOUTH  $80^{\circ}57'01''$  EAST, 89.18 FEET; THENCE SOUTH  $07^{\circ}07'51''$  WEST, 93.54 FEET; THENCE SOUTH  $00^{\circ}36'43''$  275.70 FEET; THENCE SOUTH  $89^{\circ}40'30''$  EAST, 278.49 FEET TO THE WEST LINE OF EAGLE'S CIRCLE AS RECORDED IN AFORESAID FISCHER'S LAKE ISLAND, PHASE ONE; THENCE NORTH  $00^{\circ}19'30''$  EAST, ALONG SAID WEST LINE, 216.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 280.00 FEET; THENCE NORTHERLY 98.40 FEET ALONG THE ARC OF SAID CURVE, THROUGH CENTRAL ANGLE OF  $20^{\circ}08'11''$ ; THENCE NORTH  $20^{\circ}27'41''$  EAST, 58.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 195.00 FEET; THENCE NORTHERLY 86.05 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $25^{\circ}16'57''$ ; THENCE NORTH  $04^{\circ}49'16''$  WEST, 212.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 180.00 FEET; THENCE NORTHERLY 81.28 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $25^{\circ}52'19''$  TO THE SOUTHEAST CORNER OF LOT 11, BLOCK B, FISCHER LAKE ISLAND, PHASE THREE, AS RECORDED IN PLAT BOOK 16, PAGE 70, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE NORTH  $68^{\circ}56'57''$  WEST, 180.21 FEET; THENCE SOUTH  $85^{\circ}19'15''$  WEST, 129.59 FEET; THENCE NORTH  $77^{\circ}40'35''$  WEST, 94.57 FEET; THENCE NORTH  $89^{\circ}40'30''$  WEST, 220.24 FEET TO THE POINT OF BEGINNING.

COMMUNITIES

The following lots are added to the Fischer Lake Island Homeowners Community as shown on the Plat for Phase Four.

Lots 5, 6, 7 and 8 - Block "A"

Lots 4, 5, 6, 7, 8, 9 and 10, - Block "B"

OR163160717

**COPY**

**FIFTH AMENDMENT  
To  
Declaration of Conditions, Covenants,  
Easements and Restrictions**

**for**

**FISCHER LAKE ISLAND**

**and**

**Annexing Additional Land to the Property**

**COPY**

**FISCHER LAKE ISLAND, PHASE SIX**

**PREPARED BY:  
Warren W. Dill, Esq.  
Dill & Evans, P.L.  
1565 U.S. Highway 1  
Sebastian, Florida 32958**

**COPY**

FIFTH AMENDMENT  
TO  
DECLARATION OF CONDITIONS, COVENANTS  
EASEMENTS AND RESTRICTIONS  
FOR  
FISCHER LAKE ISLAND  
FOR

ANNEXING ADDITIONAL LAND TO THE PROPERTY  
FISCHER LAKE ISLAND, PHASE SIX  
THIS DECLARATION, is made this 27<sup>th</sup> day of May, 2004, by  
Henry Anthony Fischer (the Developer).

RECITALS

1. The Developer is constructing Fischer Lake Island.
2. A Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island (the Declaration) was recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida.

3. The Declaration has been amended, modified and made applicable to additional real property in accordance with the following amendments:

First Amendment - Official Records Book 1291, Page 1261, recorded in the Public Records of Indian River County, Florida;

Second Amendment - Official Records Book 1472, Page 191, recorded in the Public Records of Indian River County, Florida.

Third Amendment - Official Records Book 1610, Page 752, recorded in the Public Records of Indian River County, Florida

Fourth Amendment - Official Records Book 1631, Page 712, recorded in the Public Records of Indian River County, Florida

COPY  
Page -1-

4. The Developer desires to amend the Declaration, to bring additional land under the provisions of the Declaration.

5. ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THEREOF of the Declaration provides for the addition of parcels of land to Fischer Lake Island (the Property) for the purpose of making the additional land part and parcel of the Property and subjecting the additional land to the Declaration.

6. The Developer owns additional land and desires to declare said land to be part and parcel of the Property (Phases One, Two, Three, Four and Five) and subject to the Declaration, which additional land is more particularly described as follows:

*See Exhibit "A" attached hereto and by this reference made a part hereof. Said Property having been platted as Fischer Lake Island, Phase Six.*

ARTICLE I

DEFINITIONS

The terms defined in the Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida are incorporated herein by reference.

ARTICLE II

ANNEXATION

AND COVENANTS, CONDITIONS & RESTRICTIONS

The Developer hereby declares that all of the Property described in Exhibit "A" attached hereto and platted as Fischer Lake Island, Phase Six, with the Plat having been recorded in Plat Book

Book 18, Page 12,13, in the Public Records of Indian River County, Florida, is hereby annexed to the Property and shall be considered as part and parcel of the Property. The Developer further declares that the Property described in Exhibit "A" attached hereto, shall be held, owned, sold, transferred, conveyed, encumbered, leased, used, occupied and developed subject to:

**COPY**

Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129;

First Amendment to Declaration recorded in Official Records Book 1291, Page 1261;

Second Amendment to Declaration recorded in Official Records Book 1472, Page 191;

Third Amendment to Declaration recorded in Official Records Book 1610, Page 752;

Fourth Amendment to Declaration recorded in Official Records Book 1631, Page 712;

all of the above are recorded in the Public Records of Indian River County, Florida.

**COPY**

The Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment, in their entirety, are hereby declared to be the conditions, covenants, easements and restrictions for Fischer Lake Island, Phase Six, all of which are for the purpose of preserving and maintaining the natural character, value and desirability of the Property for the benefit of all of the Owners of the Property or any part thereof, within Fischer Lake Island. All of the conditions, covenants, easements and restrictions contained in the Declaration for Fischer Lake Island, recorded in Official Records Book 1254, Page 129 of the Public Records of Indian River County, Florida, as well as the conditions, covenants, easements and restrictions contained in the First Amendment to

Page -3-  
**COPY**



Declaration recorded in Official Records Book 1291, Page 1261, the Second Amendment to Declaration recorded in Official Records Book 1472, Page 191, the Third Amendment to Declaration recorded in Official Records Book 1610, Page 752, the Fourth Amendment to Declaration recorded in Official Records Book 1631, Page 712 and the Fifth Amendment, all recorded in the Public Records of Indian River County, Florida, are intended to be and shall be taken as consideration for any Agreement for Deed or any Deed of conveyance hereafter made, for any lot in Fischer Lake Island, Phase Six. The Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment to Declaration shall run with the Property and any Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable right, title or interest in the Property or any part thereof, their heirs, successors, successor-in-title and assigns, and shall inure to the benefit of all of the Owners of the Property or any part thereof.

IN WITNESS WHEREOF, this Fifth Amendment To Declaration of Conditions, Covenants, Easements and Restrictions is executed this 27<sup>th</sup> day of May, 2004.

WITNESSES:

(signature) *[Signature]*  
 (print name) ERIC FISCHER  
 (signature) *[Signature]*  
 (print name) DAVID A BUTLER

DEVELOPER:

(signature) *[Signature]*  
 Henry Anthony Fischer

Page -4-  
 COPY

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this 27 day of May, 2004, by Henry Anthony Fischer, who is personally known to me or who has produced \_\_\_\_\_ as identification.

**CO COPY**

"SEAL"

Doris A Grant  
MY COMMISSION # DD101487 EXPIRES  
May 1, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

*Doris J. Grant*  
Notary Public  
My Commission Expires:  
My Commission No. is:

**CO COPY**

**CO COPY**

**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

BEGINNING at the Northwest corner of Tract B, FISHER LAKE ISLAND, PHASE ONE, as recorded in Plat Book 15, Page 55, Public Records of Indian River County, Florida, run South 89°40'30" East, along the North line of said Tract, 291.36 feet; thence South 00°36'43" West, 289.56 feet to the North right-of-way of Eagles Circle, as recorded in the aforesaid Plat; thence South 89°39'21" East, along said right-of-way, 197.10 feet; thence North 61°40'59" East, 79.85 feet to a point on a curve concave Northwesterly, having a radius of 25.00 feet; thence 26.77 feet along the arc of said curve through a central angle of 61°21'29"; thence North 00°19'30" East, 279.85 feet to the Southeast corner of Lot 4, Block B, FISHER LAKE ISLAND, PHASE FIVE, as recorded in Plat Book 17, Page 37, Public Records of Indian River County, Florida; thence North 89°40'30" West, 278.49 feet; thence North 00°36'43" East, 275.70 feet; thence North 7°07'51" East, 93.54 feet; thence North 80°57'01" West, 89.18 feet; thence North 89°40'30" West, 216.00 feet; thence South 00°19'30" West, 432.55 feet to the POINT OF BEGINNING.

**COMMUNITIES**

The following lots are added to the Fischer Lake Island Homeowners Community as shown on the Plat for Phase Six.

Lots 1, 2, 3 and 4, Block "A"  
Lots 1, 2 and 3, Block "B"

COPY

COPY

**COPY**

**SIXTH AMENDMENT**

**To**

**Declaration of Conditions, Covenants,**

**Easements and Restrictions**

**for**

**FISCHER LAKE ISLAND**

**and**

**Annexing Additional Land to the Property**

**COPY**

**FISCHER LAKE ISLAND, PHASE SEVEN**

**COPY**

**PREPARED BY:**  
**Warren W. Dill, Esq.**  
**Dill & Evans, P.L.**  
**1565 U.S. Highway 1**  
**Sebastian, Florida 32958**

**SIXTH AMENDMENT  
TO  
DECLARATION OF CONDITIONS, COVENANTS  
EASEMENTS AND RESTRICTIONS  
FOR  
FISCHER LAKE ISLAND  
FOR  
ANNEXING ADDITIONAL LAND TO THE PROPERTY  
FISCHER LAKE ISLAND, PHASE SEVEN**

THIS DECLARATION, is made this 01 day of August, 2005, by

Henry Anthony Fischer (the Developer).

RECITALS

1. The Developer is constructing Fischer Lake Island.

2. A Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island (the Declaration) was recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida.

3. The Declaration has been amended, modified and made applicable to additional real property in accordance with the following amendments:

First Amendment - Official Records Book 1291, Page 1261, recorded in the Public Records of Indian River County, Florida;

Second Amendment - Official Records Book 1472, Page 191, recorded in the Public Records of Indian River County, Florida.

Third Amendment - Official Records Book 1610, Page 752, recorded in the Public Records of Indian River County, Florida

Fourth Amendment - Official Records Book 1631, Page 712, recorded in the Public Records of Indian River County, Florida

Fifth Amendment - Official Records Book 1737, Page 2211, recorded in the Public Records of Indian River County, Florida

4. The Developer desires to amend the Declaration, to bring additional land under the provisions of the Declaration.

5. ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO of the Declaration provides for the addition of parcels of land to Fischer Lake Island (the Property) for the purpose of making the additional land part and parcel of the Property and subjecting the additional land to the Declaration.

6. The Developer owns additional land and desires to declare said land to be part and parcel of the Property (Phases One, Two, Three, Four, Five and Six) and subject to the Declaration, which additional land is more particularly described as follows:

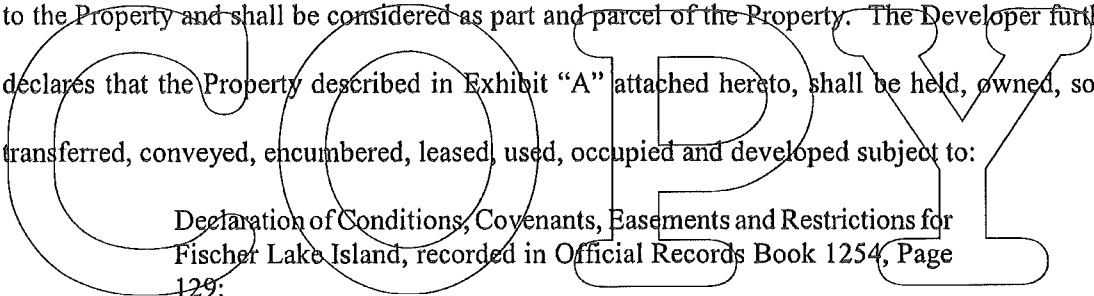
*See Exhibit "A" attached hereto and by this reference made a part hereof. Said Property having been platted as Fischer Lake Island, Phase Seven.*  
ARTICLE I  
DEFINITIONS

The terms defined in the Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129, Public Records of Indian River County, Florida are incorporated herein by reference.

ARTICLE II  
ANNEXATION  
AND COVENANTS, CONDITIONS & RESTRICTIONS

The Developer hereby declares that all of the Property described in Exhibit "A" attached hereto and platted as Fischer Lake Island, Phase Seven, with the Plat having been recorded in Plat

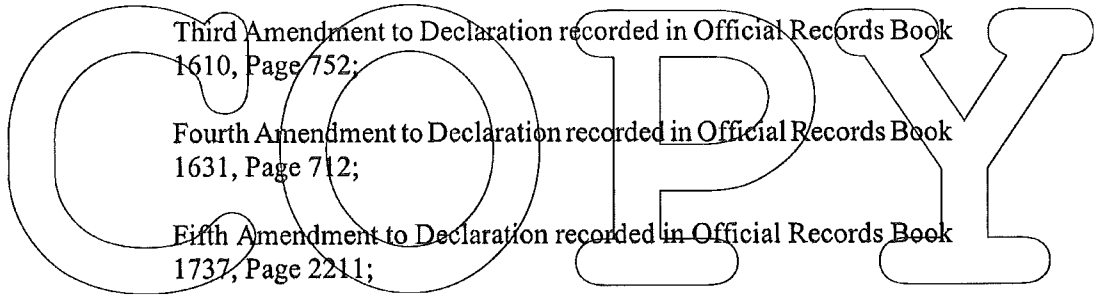
Book 19, Page 89-90, in the Public Records of Indian River County, Florida, is hereby annexed to the Property and shall be considered as part and parcel of the Property. The Developer further declares that the Property described in Exhibit "A" attached hereto, shall be held, owned, sold, transferred, conveyed, encumbered, leased, used, occupied and developed subject to:



Declaration of Conditions, Covenants, Easements and Restrictions for Fischer Lake Island, recorded in Official Records Book 1254, Page 129;

First Amendment to Declaration recorded in Official Records Book 1291, Page 1261;

Second Amendment to Declaration recorded in Official Records Book 1472, Page 191;



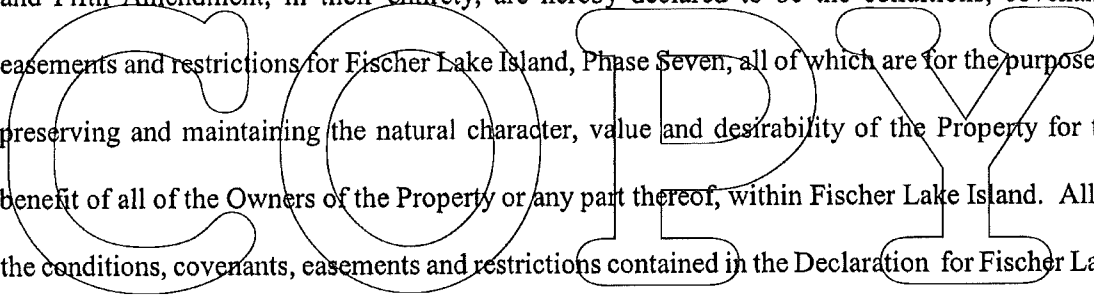
Third Amendment to Declaration recorded in Official Records Book 1610, Page 752;

Fourth Amendment to Declaration recorded in Official Records Book 1631, Page 712;

Fifth Amendment to Declaration recorded in Official Records Book 1737, Page 2211;

all of the above are recorded in the Public Records of Indian River County, Florida.

The Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment, in their entirety, are hereby declared to be the conditions, covenants, easements and restrictions for Fischer Lake Island, Phase Seven, all of which are for the purpose of preserving and maintaining the natural character, value and desirability of the Property for the benefit of all of the Owners of the Property or any part thereof, within Fischer Lake Island. All of the conditions, covenants, easements and restrictions contained in the Declaration for Fischer Lake Island, recorded in Official Records Book 1254, Page 129 of the Public Records of Indian River



County, Florida, as well as the conditions, covenants, easements and restrictions contained in the First Amendment to Declaration recorded in Official Records Book 1291, Page 1261, the Second Amendment to Declaration recorded in Official Records Book 1472, Page 191, the Third Amendment to Declaration recorded in Official Records Book 1610, Page 752, the Fourth Amendment to Declaration recorded in Official Records Book 1631, Page 712, the Fifth Amendment to Declaration recorded in Official Records Book 1737, Page 2211, and the Sixth Amendment, all recorded in the Public Records of Indian River County, Florida, are intended to be and shall be taken as consideration for any Agreement for Deed or any Deed of conveyance hereafter made, for any lot in Fischer Lake Island, Phase Seven. The Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and this Sixth Amendment to Declaration shall run with the Property and any Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable right, title or interest in the Property or any part thereof, their heirs, successors, successor-in-title and assigns, and shall inure to the benefit of all of the Owners of the Property or any part thereof.

IN WITNESS WHEREOF, this Sixth Amendment To Declaration of Conditions, Covenants, Easements and Restrictions is executed this 01 day of August, 2005.

WITNESSES:

(signature) Jay Johnson  
 (print name) Jay Johnson

(signature) Dawn Conway  
 (print name) Dawn Conway

DEVELOPER:

(signature) Henry Anthony Fischer  
 Henry Anthony Fischer



COPY

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this 01 day of August, 2005, by Henry Anthony Fischer, who is personally known to me or who has produced \_\_\_\_\_ as identification.

"SEAL"

Doris J Grant  
Notary Public  
My Commission Expires:  
My Commission No. is:



Doris J. Grant  
MY COMMISSION # DDT01489 EXPIRES  
May 1, 2006  
BONDED TRU TROY FAIN INSURANCE, INC.

COPY

COPY

## Exhibit "A"

## LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF EAGLE'S CIRCLE AND THE WEST LINE OF AFORESAID SECTION 14, AS SHOWN ON THE PLAT OF FISCHER LAKE ISLAND, PHASE ONE, AS RECORDED IN PLAT BOOK 15, PAGE 55, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, RUN N. 00°10'49" E., ALONG SAID WEST SECTION LINE 597.55 FEET; THENCE EAST, 140.64 FEET TO A POINT ON A NON-RADIAL CURVE CONCAVE EASTERLY HAVING A RADIUS OF 320.00 FEET; THENCE RUN SOUTHERLY, 124.91 FEET ALONG THE ARC OF SAID CURVE, WITH A CHORD BEARING OF S. 09°39'20" E. AND CHORD LENGTH OF 124.12 FEET, THROUGH A CENTRAL ANGLE OF 22° 21'53" TO A POINT OF COMPOUND CURVATURE, OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHEASTERLY 18.98 FEET ALONG THE ARC OF SAID CURVE, WITH A CHORD BEARING OF S. 42°35'24" E. AND A CHORD LENGTH OF 18.53 FEET, THROUGH A CENTRAL ANGLE OF 43°30'16" TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, SAID POINT ALSO BEING ON THE RIGHT OF WAY OF ERICA'S WAY, AS SHOWN ON AFOREMENTIONED FISCHER LAKE ISLAND, PHASE ONE; THENCE FOLLOWING THE WESTERLY RIGHT OF WAY OF ERICA'S WAY AND THE NORTHERLY RIGHT OF WAY OF EAGLE'S CIRCLE RUN SOUTHERLY 147.87 FEET ALONG THE ARC OF SAID CURVE, WITH A CHORD BEARING OF S. 6°50'15" E. AND A CHORD LENGTH OF 99.57 FEET THROUGH A CENTRAL ANGLE OF 169°26'53"; THENCE S. 36°06'56" E., 109.38 FEET TO A POINT OF CURVATURE OF A NON-RADIAL CURVE CONCAVE WESTERLY HAVING A RADIUS OF 12.85 FEET; THENCE RUN SOUTHERLY 20.18 FEET ALONG THE ARC OF SAID CURVE, WITH A CHORD BEARING OF S. 2°31'48" W. AND A CHORD LENGTH OF 18.17 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE S. 47°31'38" W., ALONG THE NORTHERLY RIGHT OF WAY OF EAGLE'S CIRCLE, 263.66 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 236.00 FEET; THENCE RUN WESTERLY 96.97 FEET ALONG THE ARC OF SAID CURVE, WITH A CHORD BEARING OF S. 35°45'35" W., AND A CHORD DISTANCE OF 96.28 FEET, THROUGH A CENTRAL ANGLE OF 23°32'26" TO THE POINT OF BEGINNING.

**COMMUNITIES**  
The following lots are added to the Fischer Lake Island Homeowners Community as shown on the Plat for Phase Seven.  
Lots 1, 2 and 3, Block "C"

**COPY**

**COPY**

**COPY**

Fischer Lake Island Property Owners Association  
1500 Eagles Circle  
Sebastian, FL 32958

AMENDMENT TO EXHIBIT "C"

**FISCHER LAKE ISLAND CONSTRUCTION GUIDELINES**

The following is a brief guideline for new construction in Fischer Lake Island. The Declaration of Conditions, Covenants, Easements and Restrictions, Rules and Regulations and Exhibit "C" for Fischer Lake Island [Bk 1254- Pg 0129] should be reviewed for a more comprehensive guideline for construction requirements within the subdivision.

23. The Architectural Control Committee (ACC) must approve all plans before any work is done on the lot. Plans required to be submitted to the ACC are:

(a) Full set of building plans

(b) Full set of pool plans (if any)

(c) Plot (site) plan showing location of house, pool (if any), driveway, walkways, fences, walls, solar panels, slabs and electric meter, etc.

(d) Landscaping plan showing the location of planters, trees and shrubs. Also, a list of the trees and shrubs showing quantity, size and price, with a minimum value of \$5,000. Must include eight (8) trees at of at least eight (8) feet in height (check with the city of Sebastian for a list of approved trees). Further, at the present time, the City of Sebastian requires a greater number of trees than the POA documents. The cost of the sprinkler system, well and fill etc., will not offset the minimum value (\$5,000) required for landscaping.

(e) Color selection chart these can be color swatches from a paint store taped to the building plans (elevation page) indicating which is the primary color and which are the trim colors.

24. Any deviations from the approved plans must be resubmitted and approved by the ACC prior to making the changes.

25. No work on the lot is to commence prior to getting approval from the ACC. No work on the lot is to commence prior to obtaining a building permit other than that work required to get said permit.

26. "No Trespassing" signs, as described in the Florida Statutes, will be permitted along with one contractor sign displaying the contractor's name and phone number only (no advertising of any kind). The size of the contractor sign will not exceed one foot by two feet.

**Amendment to Exhibit "C" to  
Declaration of Conditions, Covenants, Easements & Restrictions  
For Fischer Lake Island, a Subdivision**

Fischer Lake Island Property Owners Association  
1500 Eagles Circle  
Sebastian, FL 32958

27. The construction site must be kept free of litter and debris at all times. A waste receptacle must be maintained on site and its' contents routinely disposed of in a timely manor. In the event of a tropical storm or hurricane forecast to make landfall within 150 miles of the Sebastian Inlet or an approach from the west, all debris and loose construction material must be removed from the site and the waste receptacle either emptied or covered in a secure manner to insure that the contents do not become airborne. Additionally, the contractor agrees to answer any related requests of this type from the POA within 12 hours and complete storm preparations prior to 24 hours of the storm's arrival.

28. All "Port-O-Lets" must be kept on the construction site property, not on adjacent properties or across the street. These units are to be maintained in a sanitary manner so that offensive odors are not present. The unit is to be removed or secured in the event of a tropical storm or hurricane, subject to the same requirements as above.

29. Structure setback requirements are: Front 30 feet, Rear 25 feet and Side 15 feet.

30. The living area of the residence will be at least 2,000 square feet under air but not exceed 5,000 square feet under air. If the residence is to have more than one floor the ground floor shall be no less than 1,200 square feet under air. The reference to square footage will be exclusive of garages, unglazed porches, loggias, spaces or unroofed areas. No home shall exceed three stories.

31. Garages shall have a capacity of no less than two (2) cars. Their doors shall be made of wood or approved steel and shall have electronic openers. No garage doors shall face the street.

32. Exterior surfaces shall be painted stucco over masonry block walls.

33. The roof shall be of hip or gable designs with a minimum pitch of 5/12 with 24" overhangs and have 5/8" sheathing with fiberglass, asbestos or asphalt shingles (dimensional architectural grade 240# weight), metal, concrete tile, clay tile, wood shingle or poured masonry.

34. Fascia to be a minimum of 2" x 6" rough sawn cedar (not covered with aluminum, galvanized metal or vinyl etc.)

35. A minimum of one pole light in the front yard operated by a photocell is required.

36. Air conditioners, water systems, sprinkler systems, pool equipment and all utility areas shall be screened by approved fences or shrubbery as to block their view from the road and adjacent lots.

**Amendment to Exhibit "C" to  
Declaration of Conditions, Covenants, Easements & Restrictions  
For Fischer Lake Island, a Subdivision**

Fischer Lake Island Property Owners Association  
1500 Eagles Circle  
Sebastian, FL 32958

37. An underground sprinkler system that covers all planters and sodded areas. All cleared areas of the property will have plantings and mulch or sod. All sod is to be Floratam.

38. Solar collectors will be located on the house in accordance to Florida Statute 163. The ACC will consider the size, design and location, as well as, the reflection or glare that may be cast on other lots within the Association.

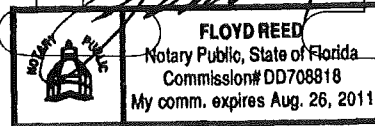
39. If an alternative power source (whole or partial house Generator) is to be installed, its' location and the location and size of the underground fuel tank needs prior approval from the ACC and all building permits before any work is started.

FISCHER LAKE ISLAND PROPERTY OWNERS  
ASSOCIATION, INC., a Florida Not-for-Profit  
Corporation:

By: John B. Cannon  
John B. Cannon, as President/Director

By: Ronald E. Hill  
Ronald Hill, as Director

By: David E. Dale  
David E. Dale, as Vice President/Director



STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing Addendum document was acknowledged before me this 8 day of <sup>MAY</sup> ~~April~~, 2008, by JOHN B. CANNON, DAVID E. DALE, and RONALD HILL, who is personally known to me or produced Florida Drivers License as identification.

COPY

Amendment to Exhibit "C" to  
Declaration of Conditions, Covenants, Easements & Restrictions  
For Fischer Lake Island, a Subdivision