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OFF REC 1938 PG 1662

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 29, 1987, as shown by the records of this office.

The document number of this corporation is N21774.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 31st day of July, 1987.

George Firestone
Secretary of State

CR2E022 (10-86)

[redacted]

ARTICLES OF INCORPORATION
OF
FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.
(A Corporation Not-For-Profit)

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned incorporate this corporation not-for-profit for the purposes and with the powers set forth herein.

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Fountain Lakes Master Plat" means the instrument entitled FOUNTAIN LAKES MASTER PLAT g.aphically depicting the overall plan of development to be recorded at such time as the plan has been finalized, in the Public Records of Lee County, Florida (the "County").

2. "Articles" means these Articles of Incorporation and any amendments thereto.

3. "Assessments" means the "Individual Unit Assessments", "Special Assessments", and "Total Association Assessments" (as such terms are defined in the "Protective Covenants", as hereinafter defined) and any and all other assessments which are levied by the "Corporation" (as that term is hereinafter defined) in accordance with the provisions of the Protective Covenants, a "Supplement" or any other "Fountain Lakes Documents" (as those terms are hereinafter defined).

4. "By-Laws" means the By-Laws of the Corporation and any amendments thereto.

5. "Committed Property" means (i) the portions of the "Total Property" (as hereinafter defined) legally described on Exhibit B to the Protective Covenants; and (ii) that portion of the "Uncommitted Property" (as hereinafter defined), if any, which may hereafter be Committed Property, in accordance with the provisions of subparagraph II.A.3. of the Protective Covenants.

6. "Contributing Unit" means those Dwelling Units or Lot as more particularly described in Paragraph VII.B of the Protective Covenants.

7. "Corporation" means Fountain Lakes Community Association, Inc., a Florida corporation not-for-profit.

8. "Corporation Common Areas" means those portions of the Committed Property more particularly described in Subparagraph III.A.2 of the Protective Covenants.

9. "Developer" means Kraus-Anderson Incorporated, a Minnesota corporation, their corporate successors, grantees, assigns, and as further qualified and defined in Section I(9) of the Protective Covenants.

10. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Committed Property including, without limitation, an attached or detached single-family home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit residential building, whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and/or possession.

11. "Dwelling Unit Owner" means the owner(s) of the fee simple title to a Dwelling Unit and includes the Developer for so long as it is the owner of the fee simple title to a Dwelling Unit. In the event that a unit has been conveyed by contract for deed vesting the beneficial interest in the grantee, with legal title remaining in the grantor as security for payment, such grantee shall be deemed the Dwelling Unit Owner.

12. "Governors" or "Board" means the Board of Governors of the Corporation.

13. "Fountain Lakes" means the multistaged, planned community known as "Fountain Lakes" planned for development upon portions of the Total Property and includes the Committed Property and such portions of the Uncommitted Property, if any, which subsequently become Committed Property by the recording of a Supplement.

14. "Fountain Lakes Documents" means in the aggregate the Protective Covenants, any Supplement, these Articles and the By-Laws and all of the instruments and documents referred to therein including, but not limited to, amendments to any of the foregoing, as applicable.

15. "Individual Unit Lot" means a Lot upon which not more than one Dwelling Unit may exist at any time according to restrictions contained in the Fountain Lakes Documents or a "Plat" (as hereinafter defined).

16. "Institutional Mortgagee" shall mean and refer to any lending institution owning a first mortgage covering a Lot or Dwelling Unit including any of the following institutions:

(a) Any Federal or state savings and loan association or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) Any "secondary mortgage market institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; or

(c) Any and all investors or lenders, or the successors and assigns of such lenders ("Lenders") which have loaned money to the Developer and which hold a mortgage upon any portion of the Committed Property securing such loans; or

(d) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgage which have acquired a mortgage upon a Lot or Dwelling Unit; or

(e) The Developer, if the Developer holds a mortgage on any portion of the Committed Property and the transferee of any mortgage encumbering the Committed Property which was originally held by the Developer; or

(f) Any life insurance company.

17. "Land Segment" means a "Multifamily Lot" (as hereinafter defined) designated by Developer in writing as a Land Segment. Each Land Segment shall have that number of "Property Units" (as defined in the Protective Covenants) which are attributed and assigned to it by Developer in accordance with the provisions of Article V.D of the Protective Covenants.

18. "Lot" means a portion of the Committed Property upon which a Dwelling Unit(s) is permitted to be erected and is part of the "Residential Property" (as hereinafter defined).

19. "Lot Owner" means the owner(s) of the fee simple title to a Lot and includes the Developer for so long as it is the owner of the fee simple title to a Lot. In the event that a lot has been conveyed by contract for deed vesting the beneficial interest in the grantee, with legal title remaining in the grantor as security for payment, such grantee shall be deemed the Lot Owner.

20. "Member(s)" means each and every "Initial Member" (as more particularly described in subparagraph V.A.1 hereof) and each and every "Owner Member" (as hereinafter defined) of this Corporation.

21. "Multifamily Lot" means a Lot other than an Individual Unit Lot.

22. "Neighborhood Association(s)" means a Florida corporation not-for-profit (i) responsible for operating one or more condominiums which may be created in "Fountain Lakes" (as hereinafter defined), or (ii) responsible for operating non-condominium "Neighborhoods" (as hereinafter defined) and non-condominium "Dwelling Units" and/or "Lots" (as those terms are hereinafter defined), the owners of which are members of the Neighborhood Association.

23. "Neighborhood Declarations" means (i) the Declaration of Condominium by which a particular condominium in Fountain Lakes is submitted to the condominium form of ownership and all amendments thereto; and (ii) a land use document recorded amongst the Public Records of the County and all amendments thereto which establishes that the Owners of non-condominium Dwelling Units and/or Lots within portions of the Committed Property are members of a Neighborhood Association and whereby certain covenants and restrictions have been impressed upon portions of the Committed Property.

24. "Neighborhoods" means those portions of the Residential Property to be administered, managed, operated and maintained by the Neighborhood Association(s) as more particularly described in the Protective Covenants.

25. "Operating Expenses" means the expenses for which Owners are liable to the Corporation as provided in the Protective Covenants or in any other Fountain Lakes Documents, and includes, but is not limited to, all costs and expenses incurred by the Corporation in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Corporation Common Areas or any portion thereof and improvements thereon; all costs and expenses incurred by the Corporation in carrying out its powers and duties under any Fountain Lakes Documents; all costs of any "Reserves" (as defined in the Protective Covenants); and any other expenses designated to be Operating Expenses by the Board.

26. "Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

27. "Owner Member" means a member of the Corporation as more particularly described in Paragraph V.A.2 hereof.

28. "Plat(s)" means a written instrument filed for record in the Public Records of the County in the manner required by law whereby a portion of the Total Property is described and is subdivided into lots, blocks, parcels or tracts.

29. "Protective Covenants" means the Declaration of Protective Covenants and Restrictions for Fountain Lakes and any and all Supplements and amendments thereto.

30. "Representative" means the individual more particularly described in Paragraph V.B hereof.

31. "Residential Property" means all portions of the Committed Property designated as such in the Protective Covenants or a Supplement and, collectively, are the portions of Committed Property which may be developed with Dwelling Units, as more fully set forth in Article III of the Protective Covenants.

32. "Supplement" means a document and the exhibits thereto which when recorded amongst the Public Records of the County with respect to a portion of the Uncommitted Property shall commit such property to the provisions of the Protective Covenants.

33. "Total Property" means the real property described on Exhibit A attached to the Protective Covenants.

34. "Turnover Date" shall mean the date defined in Paragraph X.C hereof.

35. "Uncommitted Property" means the portions of the Total Property other than the Committed Property.

36. "Undeveloped Lot" means a Lot on which no Dwelling Unit has ever been issued a final certificate of occupancy by the appropriate governmental authority.

37. Undefined terms - shall be as defined or used in the Protective Covenants.

ARTICLE II
NAME

The name of this Corporation shall be FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "Corporation"), whose present address is 2118 First Street, Fort Myers, Florida 33901.

ARTICLE III
PURPOSES

The purposes for which this Corporation is organized are to take title to, operate, administer, manage, lease and maintain the Corporation Common Areas or such portions thereof or of Fountain Lakes as are dedicated to or made the responsibility of the Corporation in the Protective Covenants, a Supplement or in any other Fountain Lakes Documents, in accordance with the terms of and purposes

set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of any Fountain Lakes Documents.

ARTICLE IV
POWERS

The Corporation shall have the following powers and shall be governed by the following provisions:

A. The Corporation 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 the Fountain Lakes Documents.

B. The Corporation shall have all of the powers reasonably necessary to implement the purposes of the Corporation, including but not limited to the following:

1. To perform any act required or contemplated by it under the Protective Covenants, any Supplement or any other Fountain Lakes Documents.

2. To make, establish and enforce reasonable rules and regulations governing the use of the Committed Property or any portions thereof.

3. To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Operating Expenses in the manner provided in the Fountain Lakes Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Corporation.

4. To maintain, repair, replace and operate the Committed Property in accordance with the Fountain Lakes Documents.

5. To enforce the provisions of the Fountain Lakes Documents.

6. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of the Committed Property; and to enter into any other agreements consistent with the purposes of the Corporation, including but not limited to agreements with respect to the installation, maintenance and operation of a master television antenna system and cable television system, or for professional management of the Committed Property and to delegate to such professional management certain powers and duties of the Corporation.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

A. Members. The membership of the Corporation shall be comprised of the Initial Members or the Owner Members. Membership shall be established as follows:

1. Initial Members. Until the admission of the first Owner Member(s), the initial membership ("Initial Member") of the Corporation shall be the Developer, and in the event of the resignation or termination of such membership by the Initial Member, then the Developer may nominate and designate a successor Initial Member.

2. Owner Members.

(a) The members of a Neighborhood Association shall become Owner Members of this Corporation when the Articles of Incorporation of such Neighborhood Association have been filed with the Office of the Secretary of State of the State of Florida and have become effective, and a Neighborhood Declaration affecting a portion of the Committed Property is recorded amongst the Public Records of the County which establishes that the ownership of certain Dwelling Units and/or Lots requires such Dwelling Unit Owners and/or Lot Owners to be members of such Neighborhood Association. Each Neighborhood Association shall notify this Corporation of the recordation of any such Neighborhood Declaration or other instrument establishing that the ownership of certain Dwelling Units and/or Lots requires such Owners to be members of such Neighborhood Association, and shall transmit to this Corporation true copies of such Neighborhood Association Documents and a current list of the members of such Neighborhood Association.

(b) The Owner of any Dwelling Unit or Lot not administered by a Neighborhood Association shall become an Owner Member upon written notification to the Corporation of the recordation in the Public Records of an instrument establishing the ownership by said Owner of such Dwelling Unit or Lot. Each such Owner shall notify this Corporation of said recordation within thirty (30) days thereof and shall transmit to the Corporation true copies of such instrument.

B. Voting Rights. The voting rights of the Members shall be as follows:

1. Until the admission of the first Owner Member(s), the Initial Member or its successor shall cast the only vote on all matters requiring a vote of the Members.

2. Number of Votes. Each Owner Member shall possess one vote for any Dwelling Unit or Lot owned by such Owner Member.

3. Casting of Votes.

(a) Developer. Developer or the person designated in Developer's written proxy shall cast the votes possessed by Developer as an Owner Member at meetings of the Corporation. Nothing herein contained shall require that Developer cast in the same manner all the votes he is entitled to cast as an Owner Member, and Developer may cast fewer than the total number of votes he possesses.

(b) Represented Members. Each Owner Member in a Neighborhood Association other than Developer ("Represented Member") shall cast its votes through its Representative. Nothing herein contained shall require that a RApresentative cast in the same manner all the votes which he is entitled to cast, and the Representative may cast fewer than the total number of votes possessed by his Represented Members.

(i) Representative. The person elected President of each Neighborhood Association by the Board of such Neighborhood Association or designated in the president's written proxy shall serve as the "Representative" of his Represented Members. The number of votes equal to the number of votes possessed by such Represented Members shall be cast by the Representative as he determines to be in the best interest of his Represented Members, except that votes to amend the Fountain Lakes Documents, elect Governors, and decide other questions so designated by the Corporation Board shall be cast by the Representative in the same manner as they were directed to be cast by his Represented Members at a meeting of the members of such Neighborhood association duly called and held in accordance with the Articles of Incorporation and By-Laws of such Neighborhood Association if such Neighborhood Association, in fact, held such a meeting and took such a vote. The Representative shall, prior to voting such votes at a meeting of the Members, supply the Corporation with an affidavit attesting to the holding of such a meeting, if held, and to the outcome of such vote by the Represented Members. Such Neighborhood Associations should be notified by the Corporation sufficiently in advance to give them an opportunity

to hold such meetings and take such a vote on such questions in accordance with their documents.

(c) Unrepresented Members. Each Owner Member including a Land Segment Owner not in a Neighborhood Association other than Developer ("Unrepresented Member") shall cast his vote(s) in person or by the person designated in his written proxy. Nothing herein contained shall require that an Unrepresented Member cast in the same manner all the votes which he is entitled to cast, and such Unrepresented Member may cast fewer than the total number of votes he so possesses.

C. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Fountain Lakes Documents.

ARTICLE VI
TERM

The term for which this Corporation is to exist shall be perpetual.

ARTICLE VII
INCORPORATOR

The name and street address of the Incorporator of the Corporation is as follows:

Name	Address
Richard D. DeBoest	2118 First Street Fort Myers, Florida 33901

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

ARTICLE VIII
OFFICERS

A. The affairs of the Corporation shall be managed by the President of the Corporation, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the

Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a member of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Governors are as follows:

President	-	Dan Engelsma
Vice President	-	Loren Knott
Secretary-Treasurer	-	Gordon Sundin

ARTICLE X
BOARD OF GOVERNORS

A. The number of members of the First Board of Governors ("First Board") shall be three (3). Thereafter, the number of members of the Board shall be as provided in Paragraph C of this Article X.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

Name	Address
Dan Engelsma	523 South 8th Street Minneapolis, Minnesota 55404
Loren Knott	2200 First Bank Place East Minneapolis, Minnesota 55402
Gordon Sundin	22700 South Tamiami Trail Estero, Florida 33928

The First Board shall be the Board of the Corporation until the Turnover Date. The Developer shall have the right to appoint, designate or elect all the members of the First Board and in the event of any vacancy fill any such vacancy. Developer reserves the right to remove any Governors from the First Board.

C. After the Turnover Date, the Board shall be composed of any odd number of Governors from five (5) to nine (9) Governors as may be decided by the membership at the meeting at which they are elected plus those Governors, if any, which Developer is entitled to designate as set forth in Paragraph D of this

Article X. The "Turnover Date" shall occur upon the happening of any of the following events, whichever shall first occur:

1. The date on which Developer has conveyed Dwelling Units and Undeveloped Lots to the extent that the number of Dwelling Units so conveyed plus the maximum number of Dwelling Units permitted to be constructed upon such Conveyed Undeveloped Lots pursuant to the most restrictive of: (i) the applicable zoning; or (ii) any of the Fountain Lakes Documents; equals a total of ninety-five percent (95%) of all of the Dwelling Units permitted to be constructed upon the "Total Property".

2. The date on which Developer, within its sole discretion, causes the resignation of all the Governors on the First Board.

The term "Conveyed" shall mean the sale of a Dwelling Unit or Undeveloped Lot to a purchaser who is not designated as the Developer or a Developer and the recording of an instrument of conveyance to such purchaser amongst the Public Records of the County.

Within thirty (30) days subsequent to the happening of any of the foregoing events, whichever shall first occur, Developer shall relinquish its right to appoint, designate or elect Governors and shall cause all the Governors on the First Board to resign.

D. At the first Annual Members' Meeting after the Turnover Date, and thereafter at all Annual Members' Meetings, the Owner Members shall elect the Governors in accordance with the provisions of Paragraph C of this Article X. Furthermore, after the Turnover Date and for so long as Developer owns (i) Dwelling Units or Undeveloped Lots; or (ii) land in Fountain Lakes not improved with Dwelling Units, Developer shall have the right, but not the obligation, to designate one additional Governor and his successors ("Developer Governor").

E. By majority vote of the First Board, such Board may expand its numbers up to a maximum of nine (9) Governors.

F. Except for Governors on the First Board and Developer Governor, all Governors must be Owner Members.

G. The resignation of a Governor who has been designated, appointed, or elected by Developer, or the resignation of an officer of the Corporation who was elected by the First Board, shall remise, release, acquit, and forever discharge such Governor or officer from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages, judgments,

executions, claims and demands whatsoever, in law or in equity which the Corporation or Owner Members had, now have, or will have, or which any personal representative, successor, heir or assign of the Corporation or Owner Members hereafter may have against such Governor or officer by reason of his having been a Governor or officer of the Corporation.

ARTICLE XI
INDEMNIFICATION

Every Governor and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration, or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Governor or officer of the Corporation, whether or not he is a Governor or officer at the time such expenses are incurred. Notwithstanding the foregoing, in the event of a 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 Governor or officer admits or is adjudged guilty of willful misfeasance in the performance of his 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 right of indemnification to which such Governor or officer may be entitled by common law or statute.

ARTICLE XII
BY-LAWS

By-Laws of the Corporation shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended by the following methods:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting.

Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes t e effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for giving of notice of meetings of Members ("Required Notice").

(c) At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all Members entitled to vote thereon.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Governors and all Members setting forth their intention that an amendment to the Articles be adopted.

3. Until turnover, the Articles may be amended by the Board alone by majority vote.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Protective Covenants.

C. A copy of each amendment shall be filed and certified by the Secretary of State of the State of Florida.

D. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles and an exhibit to the Protective Covenants upon the recording of the Protective Covenants; or, in lieu thereof, "Restated Articles" (as hereinafter described) may be adopted and a certified copy thereof shall be attached as an exhibit to the Protective Covenants upon recordation thereof.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select the Governors as provided in Article X hereof, without the prior written consent thereto by Developer; (ii) any "Institutional Mortgagee" (as defined in Articles I, Paragraph 18 of the Protective Covenants) without the prior written consent of such Institutional Mortgagee.

ARTICLE XIV
SUCCESSOR ENTITIES

In the event of the dissolution of the Corporation, or any successor entity thereto, any property dedicated or conveyed to the Corporation shall be

transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Corporation, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Corporation, or such successo. .

ARTICLE XV
RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Corporation's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles or any r statements thereof in the Office of the Secretary of State of the State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of the Articles as theretofore amended, or that any amendment included therein has been adopted pursuant to Article XIII hereof and that there is no discrepancy between the Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles by the Secretary of State of the State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be the Articles of Incorporation of the Corporation.

C. Amendments may be made simultaneously with restatement of the Articles if the requirements of Article XIII are complied with. In such event, the Amended and Restated Articles of Incorporation shall be specifically designated as such.

ARTICLE XVI
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is Fountain Lakes, 2118 First Street, Fort Myers, Florida 33901, and the initial Registered Agent of the Corporation at that address shall be RICHARD D. DeBOEST.

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IN WITNESS WHEREOF, I, Richard D. DeBoest, the Incorporator of the Fountain Lakes Community Association, Inc., have hereunto affixed my signature and caused the corporate seal thereof to be hereunto affixed this 20th da, of July, 1987.

Date: July 20th 1987

Richard D. DeBoest

The undersigned hereby accepts the designation of Registered Agent of Fountain Lakes Community Association, Inc., as set forth in Article XVI of these Articles.

Richard D. DeBoest

STATE OF FLORIDA)
COUNTY OF LEE) ss.:

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared RICHARD D. DeBOEST, to me known to be the person described as Incorporator of the Fountain Lakes Community Association, Inc., and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 20th day of July, 1987.

Notary Public

My Commission Expires:

May 25, 1990

STATE OF FLORIDA)
COUNTY OF LEE) ss.:

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared RICHARD D. DeBOEST, to me known to be the person described as initial Registered Agent of the Fountain Lakes Community Association, Inc., and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

[redacted]

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WITNESS my hand and official seal this 2nd day of July, 1987.

Notary Public

My Commission Expires:

May 25, 1990

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