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BYLAWS
OF
FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

Section 1. Identification of Corporation.

These are the By-Laws of Fountain Lakes Community Association, Inc. (hereinafter referred to as the "Corporation") as duly adopted by its Board of Governors (the "Board"). The Corporation is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes.

1.1 The Office of the Corporation shall be for the present at 2118 First Street, Fort Myers, Florida 33901, and thereafter may be located at any place in Lee County, Florida (the "County") designated by the Board.

1.2. The fiscal year of the Corporation shall be the calendar year or such year as adopted by the Board from time to time.

1.3. The seal of the Corporation, if used, shall bear the abbreviated name of the Corporation; the word "Florida"; and the year of incorporation.

Section 2. Explanation of Terminology.

The terms defined in the Articles of Incorporation of the Corporation (the "Articles") as well as in the Protective Covenants (as defined in the Articles) are incorporated herein by reference.

Section 3. Membership; Members' Meetings; Voting and Proxies.

3.1. The qualification of Members, the manner of their admission to membership in the Corporation and the termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. (a) Members in a Neighborhood Association other than Developer shall be represented at all meetings of the Corporation by a Representative. The Representative shall speak, vote and generally act on behalf of the Members he represents, as set forth in the Articles, at all meetings. Except for the Representative and Developer or the person designated in his proxy, no Owners in a Neighborhood Association shall have any right to be present at or to act at any meeting except if specifically invited by the Board.

(b) Members who own Dwelling Units or Lots not administered by a Neighborhood Association shall represent themselves and vote at meetings of the Corporation in person or by "Proxy", as that term is defined in subparagraph 3.12 of these By-Laws.

3.3. Each Representative, upon his election, shall notify the Corporation of the Members he represents, the term of his office and his address. In the event a Representative cannot attend a meeting, he shall designate by proxy an

alternate (who shall not already be a Representative), in writing, and cause such writing to be delivered to the Corporation prior to such meeting. Such alternate may act at such meeting as fully as if he were the elected Rep[illegible].

3.4. The Members shall meet annually (the "Annu[illegible]"). The Annual Members' Meeting shall be held at the offi[illegible] of such other place in the County as the Board may deter[illegible] in the notice of such meeting at 10:00 A.M., local time, on the second Tuesday of the month of March of each year commencing with the year 1988; provided, however, that the Board may determine to change the date and time of subsequent Annual Members' Meetings consistent with the provisions of the Fountain Lakes Documents. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect Members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.5. Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A Special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote, either by themselves or their Representative, at least one-third (1/3) of the total number of votes entitled to be cast by Members.

3.6. A written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Representative, each Member not in a Neighborhood Association, and Developer at their last known address as they appear on the books of the Corporation and shall be mailed to the said address not less than thirty (30) days nor more than fifty-five (55) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Governors of the Corporation to be designated by Developer and the number of Governors to be elected or designated by the Members, if applicable. All notices shall be signed by an officer of the Corporation or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before,

during or after such Meeting by the person entitled to receive such notice by signing a document setting forth the waiver of such notice.

3.7. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the parties entitled to receive notice of Meetings or duly waived in accordance with the provisions of these By-Laws. Members other than Developer who belong to a Neighborhood Association shall act through their Representative. Unless some greater number is required under the Fountain Lakes Documents and except as to the election of Governors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by or on behalf of Members as to the matter or matters to be agreed or voted upon shall be binding on the Members and their Representative provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Corporation.

3.8. (a) A quorum of the Members shall consist of persons entitled to cast a majority of the total number of votes of the Members.

(b) Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Fountain Lakes Documents, then such express provision shall govern and control the required vote on the decision of such question.

3.9. At any Annual Member's Meeting when elections of Governors are to occur, written ballots are to be supplied for such purposes unless waived by vote at the meeting. Furthermore, at any Annual Members' Meeting after turnover at which Governors are to be elected, the Board shall appoint an Election Committee consisting of three (3) Owners who are not Board Members under the supervision of one (1) officer of the Corporation to supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification

is justified under the circumstances and to certify the results of the election to the Board. This Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) Members.

3.10. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board. Represented Members shall act through their Representative.

3.11. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Governors at all reasonable times.

3.12. Voting rights of members shall be as stated in Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A proxy must be filed with the Secretary of the Corporation before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.13. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding officer (the "Chairman") of the Meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 4. Board of Governors; Governors' Meetings.

4.1. The business and administration of the Corporation shall be by its Board of Governors.

4.2. The election and, if applicable, designation of Governors shall be conducted in accordance with the Articles.

4.3. Any person elected or designated as a Governor shall have all the rights, privileges, duties and obligations of a Governor of the Corporation.

4.4. Subject to Section 4.6 below and to Developer's rights as set forth in the Articles and as set forth in Section 4.6(c) below, vacancies in the Board shall be filled by persons elected by the remaining Governors. Any such person

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shall be a Governor and have all of the rights, privileges, duties and obligations as a Governor elected at an Annual Members' Meeting and shall serve for the term prescribed in Section 4.5 of these By-Laws.

4.5. The term of the Governor's service shall be as stated in the Articles and if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided in the Articles or herein.

4.6. (a) A Governor elected by the Members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members at a Meeting for any reason deemed by the Members to be in the best interests of the Corporation. A Meeting to so remove a governor elected by them shall be held, subject to the notice provisions of Section 3.6 hereof, upon the written request of ten percent (10%) of the Members. However, before any Governor is removed from office, he shall be notified in writing prior to the Meeting at which a motion will be made to remove him that such a motion will be made, and such Governor shall be given an opportunity to be heard at such Meeting should he be present prior to the vote on his removal.

(b) Members shall elect, at a Meeting, persons to fill vacancies on the Board caused by the removal of a Governor elected by Members in accordance with Section 4.6(a) above.

(c) A Governor designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Governor designated and thereafter removed by it or for any vacancy on the Board as to a Governor designated by it and Developer shall notify the Board of the name of the respective successor Governor and the commencement date for the term of such successor Governor.

4.7. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Governors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.8. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of Governors. Special meetings of the Board may be called at the discretion of the President or Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Governors. Such special meeting may

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be held in the County at such time and place as determined by the Governors requesting such meeting or in such other place as all Governors shall agree upon.

4.9. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Governor personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during, or after such meeting. Any Governor may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Governor.

4.10. A quorum of the Board shall consist of the Governors entitled to cast a majority of the votes of the entire Board. A Governor may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Governor for the purposes of determining a quorum. Matters approved by a majority of the Governors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previous adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.11. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Governors shall designate any one of their numbers to preside.

4.12. Governor's fees, if any, shall be determined by the Members.

4.13. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Governors at all reasonable times.

4.14. The Board shall have the power to appoint an Executive Committee(s) of the Board consisting of not less than one-third (1/3) of the Governors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.15. Meetings of the Board may be open to all Representatives and Members not in a Neighborhood Association. The Board may also hold closed meetings.

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4.16. Any action required or permitted to be taken at a meeting of the Governors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Governors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Governors.

Section 5. Powers and Duties of the Board of Governors.

All of the powers and duties of the Corporation shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in Fountain Lakes Documents, as well as all of the powers and duties of a director or governor of a corporation not-for-profit.

Section 6. Officers of the Corporation.

6.1. Executive Officers of the Corporation shall be the President, who shall be a Governor, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Governors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Corporation. One person may hold any two offices simultaneously except where the functions of such offices are incompatible, but no person shall hold the office of the President and any of the following offices simultaneously: Vice President, Secretary, or Assistant Secretary.

6.2. The President shall be the chief executive officer of the Corporation. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Corporation. If in attendance, the President shall preside at all meetings of the Board.

6.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etcetera, and shall exercise the powers and perform the duties of the Presidency in such orders.

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6.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Governors at all reasonable times. He shall have custody of the seal of the Corporation and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Corporation, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Corporation as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary. The duties of the Secretary and Assistant Secretary to the extent permitted by law may be delegated and performed by a managing agent or management company.

6.5. The Treasurer shall have custody of all of the monies of the Corporation, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Corporation in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer under the supervision of the Treasurer. The duties of the Treasurer or Assistant Treasurer to the extent permitted by law may be delegated to and performed by a managing agent or management company.

6.6. The compensation, if any, of the officers and other employees of the Corporation shall be fixed by the Board. This provision shall not preclude the Board from hiring a Governor as an employee of the Corporation or preclude the contracting with a Governor or a party affiliated with a Governor for the management or performance of contract services for all or any part of Fountain Lakes.

Section 7. Accounting Records, Fiscal Management.

7.1. The Corporation shall maintain accounting records in accordance with acceptable accounting practices, which shall be open to inspection by Developer, Neighborhood Associations, Representatives, Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (a) a

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record of all receipts and expenditures; and (b) an account for each Contributing Unit which shall designate the name and address of the Contributing Unit Owner thereof, the amount of assessments charged to the Contributing Unit, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2. After the termination of the Initial Period described in the Protective Covenants, the Board shall adopt a Budget (as provided for in the Protective Covenants) of the anticipated Operating Expenses of the Corporation for each forthcoming fiscal year at a regular or special meeting of the Board ("Budget Meeting") called for that purpose to be held during the last two weeks of October of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held within thirty (30) days from the expiration of the Initial Period for purposes of adopting a Budget for the remainder of the calendar year during which the Initial Period expires. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Developer and to each Representative and Neighborhood Association. The copy of the Budget shall be deemed furnished and the notice of the "Individual Unit Assessment" (as defined in the Protective Covenants) shall be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Operating Expenses.

7.3. In administering the finances of the Corporation, the following procedures shall govern: (i) the fiscal year shall be the calendar year or such year as adopted by the Board from time to time; (ii) any monies received by the Corporation in any fiscal may be used by the Corporation to pay expenses incurred in the same fiscal year; (iii) there shall be apportioned between fiscal years on a pro rata basis any expenses which are prepaid in any one fiscal year for Operating Expenses which cover more than such fiscal year; (iv) Assessments shall be made quarterly, or as otherwise determined by the Board, in amounts no less than are required to provide funds in advance for payment of all the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; (v) items of Operating Expenses incurred in a fiscal year shall be charged against income for the same fiscal year regardless of when the bill for such expenses is received; and (vi) any reimbursements received by the

Corporation for expenditures made by Developer for the costs of initiating utility services for any portion of Fountain Lakes, whether in cash or by credit, shall be given to Developer by the Corporation upon receipt thereof. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any fiscal year as such expenses are incurred.

7.4. The Individual Unit Assessment shall be payable as provided for in the Protective Covenants.

7.5. No Board following the "Initial Period" or any extension of the "Initial Period" shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency following the expiration of the "Initial Period" and any extension which results from there being greater Operating Expenses than monies from assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Unit Assessment or Special Assessment).

7.6. The depository of the Corporation shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Corporation shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

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

Section 8. Rules and Regulations.

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of the Corporation Common Areas; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Fountain

Lakes Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to Developer and to each Representative and Neighborhood Association, and Owner and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Corporation Common Areas, same shall be conspicuously posted on such portion and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 9. Parliamentary Rules.

The then latest edition of Robert's Rules of Order shall govern the conduct of meeting of all Members of the Corporation and the Board; provided, however, if such rules of order are in conflict with any of the Fountain Lakes Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 10. Amendment of the By-Laws.

10.1. These By-Laws may be amended as hereinafter set forth in this Section 10.

10.2. After the Turnover Date, any By-Law of the Corporation may be amended or repealed, and any new By-Law of the Corporation may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these By-Laws; or

(ii) by the affirmative vote of a majority of the Governors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Governors as is permitted by these By-Laws provided that the Governors shall not have any authority to adopt or amend or repeal any By-law if such new By Law or such amendment or the repeal of a By-Law would be inconsistent with any By-law previously adopted by the Members.

10.3. Notwithstanding any of the foregoing provisions of this Section 10 to the contrary, until the Turnover Date, all amendments or modifications to these By-Laws and adoption or repeal of By-Laws shall only be made by action of the First Board as described in the Articles which First Board shall have the power

to amend, modify, adopt and repeal any By-Laws without the requirement of any consent or approval or vote of the Members including their Representatives.

10.4. Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights or obligations set forth in any other of the Fountain Lakes Documents, as the same may be amended from time to time in accordance with the provisions thereof including, without limitation, any rights of Developer or of an Institutional Mortgagee without the prior written consent thereto by Developer or Institutional Mortgagee, as the case may be.

10.5. Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Corporation shall be recorded amongst the Public Records of the County.

Section 11. Conflict.

In the event of a conflict between the provisions of these By-Laws and the provisions of the Protective Covenants, the provisions of the Protective Covenants shall prevail. In the event of a conflict between the provisions of these By-Laws and the provisions of the Articles, the provisions of the Articles shall prevail.

Section 12. Mailing.

Notices and other mailings required to be furnished pursuant to these By-Laws shall be deemed to be mailed or furnished to the party entitled to receive same according to these By-Laws and the records of the Corporation upon its delivery or mailing to such party at his last known address as shown on the records of the Corporation.

The foregoing By-Laws of Fountain Lakes Community Association, Inc., are hereby adopted by all of the Governors of Fountain Lakes Community Association, Inc. as and constituting the Board of Governors of said Corporation this 10th day of August, 1987.

Dan Engelsma

Loren Knopf

Gordon Sundin

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CONSENT TO DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS

The undersigned, FIRST FLORIDA BANK, N. A., LEE COUNTY, here gives its consent to the recordation of the foregoing Declaration of Protective Covenants and Restrictions for Fountain Lakes and the Articles of Incorporation and By-Laws of Fountain Lakes Community Association, Inc., as the land mortgagee.

DONE this 28th day of August, 1987.

WITNESSES:

Colleen M Harris

Wanda K Hedrick

FIRST FLORIDA BANK, N.A., LEE COUNTY

By David M. DuVall
Senior Vice President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28th day of August, 1987, by David M. DuVall, Sr. Vice President of FIRST FLORIDA BANK, N.A., LEE COUNTY, on behalf of said banking association.

Colleen M. Harris
NOTARY PUBLIC

MY COMMISSION EXPIRES: Notary Public, State of Florida My Commission Expires June 11, 1990

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