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FORM 7
PAGE 1 OF 2

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION
SECTION 367.022(7), FLORIDA STATUTES
RULE 25-30.060(3)(g), FLORIDA ADMINISTRATIVE CODE

NAME OF SYSTEM: RIVERS EDGE Property Homeowners Assoc.

PHYSICAL ADDRESS OF SYSTEM: WOOD DUCK DRIVE
Punta Gorda, FL 33982

MAILING ADDRESS (IF DIFFERENT): 1601 Hunter Creek DR
Punta Gorda, FL 33982

COUNTY: Charlotte

PRIMARY CONTACT PERSON:

NAME: John LeNETTE

ADDRESS: 1601 Hunter Creek DR.
Punta Gorda, FL 33982

PHONE #: 813-637-5757

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION, PARTNERSHIP, SOLE PROPRIETOR, ETC.) Corporation

I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022(7), Florida Statutes, for the following reasons:

1. The corporation, association, or cooperative is nonprofit.
2. Service will be provided solely to members who own and control it.
3. The system provides (CHOOSE THE ONE THAT IS APPLICABLE):
Water only _____
Wastewater only _____
Both ✓
4. RIVERS EDGE Property HO. ASSO. will do the billing for such service.
5. The service area is located at: RIVERS EDGE

DOCUMENT NUMBER DATE

12178 DEC-53

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION

6. Attached are the articles of incorporation as filed with the Secretary of State and bylaws which clearly show the requirements for membership, that the members' voting rights are one vote per unit of ownership and the circumstances under which control of the corporation passes to the non-developer members. Control of the corporation must pass: 1) at 51 percent ownership by the non-developer members or 2) at some greater percentage delimited by a time period not to exceed 5 years from the date of incorporation.
7. Attached is proof of ownership of the utility facilities and the land upon which the facilities will be located or other proof of the applicant's right to continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost effective alternative.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, S. 775.083, or S. 775.084.

JOHN LEONETTE
(Applicant please print or type)

11-21-84
(Date)

John Leonette
(Signature)

Pres
(Title)

When you finish filling out the application, the original and two copies of the application, Articles of Incorporation, Bylaws and proof of ownership should be mailed to: Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850.

LEASE

THIS AGREEMENT made this day of February, 1992, between RIVERS EDGE, INC., whose address is 1601 Hunter Creek Drive, Punta Gorda, Florida 33982, hereinafter called Landlord, party of the first part, and RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC., whose address is 1601 Hunter Creek Drive, Punta Gorda, Florida 33982, hereinafter called Tenant, party of the second part:

WITNESSETH, that the said Landlord does this day lease unto said Tenant, and said Tenant does hereby hire and take as Tenant under said Landlord the real property located in Charlotte County, Florida, described in Exhibit "A" and the building and other improvements located on the real property, ("premises"), and the appurtenant rights at all times. The term shall be for five (5) years, commencing January 1, 1991, and shall expire December 31, 1996, at and for the agreed total rental of \$1.00 per annum, payable monthly as rent for lease without demand at the address to which notices to Landlord are given. Tenant shall also pay to landlord applicable sales taxes.

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the Tenant:

1. Tenant shall operate the premises as a not-for-profit utility to serve the property described in Attachment "B" with water and sewer service pursuant to the terms of the Hunter Creek Village Deed Restrictions at OR Book 687, Page 1898, and the Prospectus for Rivers Edge Mobile Home Park and for no other purpose.

2. Landlord hereby assigns all permits in hand which are necessary for the operation of the not-for-profit utility. Landlord and Tenant shall cooperate to maintain the validity of the necessary permits and to obtain such other permits as may be needed.

3. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and County Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term.

4. The Landlord, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation

thereof.

5. Tenant hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said Landlord immediately upon demand any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant.

6. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other Tenant or agents, or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage.

7. This contract shall bind the Landlord and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Tenant.

8. It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Landlord, to comply with the terms of this contract.

9. The rights of the Landlord under the foregoing shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

10. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant waives all claims against Landlord for damage to person or property arising for any reason.

11. Tenant shall hold Landlord harmless from all claims and causes and actions whatsoever arising out of any damage to any person or property occurring, in, on, or about the premises, except that Landlord shall be liable to Tenant for damage resulting from the acts or omissions of Landlord or his authorized representatives. A party's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

12. Tenant at its cost shall maintain public liability and property damage insurance with a single combined liability and property damage limits of \$ 1,000,000 with an umbrella policy of not less than \$ _____, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

All public liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 22 above.

All insurance policy shall be issued in the names of Landlord, Tenant, and Landlord's lender, as their interests appear.

13. Tenant at its cost shall maintain on all its personal property, tenant's improvements, and alteration in, or about the premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of their actual cash value. The proceeds from any such policy shall be used by Tenant for the replacement of personal property or the restoration of tenant's improvements or alterations.

In case this lease is terminated, the insurance policy, all rights under it, and the insurance proceeds shall be assigned to Landlord at Landlord's election.

14. Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the premises and accomplish a termination of the lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Any waiver by Landlord of any default must be in writing and shall not be waiver of any other default concerning the same or any other provision of the lease.

15. Maintenance. Tenant shall be responsible for all maintenance and repairs including but not limited to maintenance and repair of AC and Heating System, front doors, plumbing and electrical systems, exterior maintenance of building, parking lot, lawn and shrubbery.

16. Upon the signing of this lease, tenant shall pay to landlord, in advance, rent from _____, to _____, together with rent from _____, to _____, plus sales tax of 6% on the rent.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this instrument for the purpose herein expressed, the day and year above written.

Signed, Sealed & Delivered
in the presence of

Patricia Leonette
First Witness

Monica Petuzzo
Second Witness

Patricia Leonette
First Witness

Monica Petuzzo
Second Witness

RIVERS EDGE, INC.

John Leonette
John Leonette, President,
Landlord

RIVERS EDGE PROPERTY HOMEOWNERS
ASSOCIATION, INC.

John Leonette
John Leonette, President,
Tenant

FILED
91 MAR 15 AM 11:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC.

A Florida corporation not for profit.

Articles of Incorporation of the undersigned a majority of whom are citizens of the United States, desiring to form a Non-Profit Corporation under Chapter 617 of the Non-Profit Corporation Law of Florida do hereby certify:

Preamble

RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC. (the "DECLARANT"), recently acquired certain property in Charlotte County, Florida, upon which it is developing a residential mobile home community formerly known as Hunter Creek Village and to be known as RIVERS EDGE. DECLARANT intends to enforce deed restrictions, pursuant to the DECLARATION OF COVENANTS AND RESTRICTIONS OF HUNTER CREEK VILLAGE (the "DECLARATION") which was assigned to DECLARANT, for the use and enjoyment of the members of RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC, (the "MEMBERS"). All of the definitions contained in the DECLARATION shall apply to these Articles and to the By-laws of the RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name

The name of the corporation is: RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

Duration

RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC., shall have perpetual existence.

ARTICLE III

Purpose

The purposes for which the RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC., is organized are as follows:

Section 1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes and to exercise all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

Section 2. To own, maintain and administer the community property and facilities referred to as the "Common Areas" and "Common Services" as set forth in the DECLARATION.

Section 3. To administer and enforce the restrictions and covenants contained in the DECLARATION.

Section 4. To collect and disburse assessments and charges created in the DECLARATION.

Section 5. To further any other purposes as are, or may be by amendment thereto, set forth in these ARTICLES and by the By-laws.

ARTICLE IV Members

The qualification of members and the manner of their admission shall be as regulated by the By-laws.

ARTICLE V Initial Registered Office and Registered Agent

The street address of the initial registered office of this Corporation is 12050 Kelly Greens Blvd., #133, Ft. Myers, FL 33908. and the name of the initial registered agent of this Corporation at that address is John Leonette.

ARTICLE VI Directors

Section 1. The affairs of the RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC., shall be managed by a Board consisting of not less than three (3) Directors. The number and qualifications of Directors shall be determined in accordance with the By-laws. In the absence of such determination, there shall be four (4) Directors.

Section 2. The Directors of the RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC., shall be elected by the MEMBERS, except that DECLARANT shall have the right to appoint the Directors of the RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC., until the happening of the events described in Article III of the DECLARATION.

Section 3. The number of persons constituting the first Board of Directors shall be four (4) and their names and addresses are as follows:

<u>Name</u>	<u>Address</u>
John Leonette	12050 Kelly Greens Blvd., #133 Fort Myers, FL 33908
Joseph G. Gaynor	13539 Siesta Pines Fort Myers, FL 33908
Patricia E. Leonette	12050 Kelly Greens Blvd., #133 Fort Myers, FL 33908
Dominick A. Petrizzo	12133 Kelly Greens Blvd., #105 Fort Myers, FL 33908

ARTICLE VII
Officers

Section 1. The officers of the corporation shall be President, Vice-President, a Secretary, a Treasurer and such other officers as may be provided in the By-laws.

Section 2. The names of the persons who are to serve as officers of the corporation until the first meeting of the Board of Directors are:

<u>Office</u>	<u>Name</u>
President/Treasurer	John Leonette
Vice President	Joseph G. Gaynor
Vice President	Dominick A. Petrizzo
Secretary	Patricia E. Leonette

ARTICLE VIII
By-Laws

Section 1. The Directors of this corporation may provide such By-Laws for the conduct of business and for carrying out the purposes of the corporation as may be necessary from time to time.

Section 2. The By-Laws may be amended, altered or rescinded by the Directors in the manner set forth in the By-Laws.

ARTICLE IX
Amendments

Section 1. These Articles of Incorporation may be amended at a special meeting of the Directors called for that purpose by a majority vote of the Board of Directors either in person or by proxy. Notice of such special meeting shall be given at least fourteen (14) days prior to the meeting in the manner set forth in the By-Laws.

Section 2. Amendments may also be made at a regular meeting of the Board of Directors upon notice given, as provided for in the By-Laws, of intention to submit such amendments, which notice shall be given at least fourteen (14) days prior to the meeting at which such amendment shall be considered.

Section 3. Any proposed amendments shall be submitted by the Board of Directors in the manner provided for in the By-Laws at least thirty (30) days prior to the time of the regular meeting at which the amendment shall be considered.

ARTICLE X
Indemnification

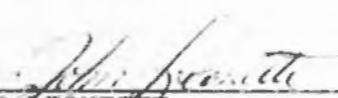
The Corporation shall indemnify any officer, director, employee or agent, or any former officer, director, employee or agent to the full extent permitted by law.

ARTICLE XI
Incorporators

The name and address of the Incorporator to these Articles is as follows:

<u>Name</u>	<u>Address</u>
John Leonette	12050 Kelly Greens Blvd., #133 Fort Myers, FL 33908

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation on March 13, 1991.



JOHN LEONETTE

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 13th
day of March, 1991, by JOHN LEONETTE.

Blaise M. Sklon
NOTARY PUBLIC

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COM. EXPIRES APRIL 5, 1984
SUNSHINE STATE GREAT SEAL DESIGNER

BY-LAWS
OF
RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

1. Name. The name of this corporation is **RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC.**

2. Seal. The Board of Directors shall provide a suitable seal containing the name of the Corporation and the words "Corporation Not For Profit", which seal shall be in the charge of the Secretary. The seal of this Corporation must be affixed to all certificates of membership and other documents, contracts, and papers as the Board of Directors may prescribe.

3. Officers. The principal office of the Corporation shall be at 1601 Hunter Creek Drive, City of Punta Gorda, County of Charlotte, State of Florida. The Corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the purposes of the Corporation may require.

ARTICLE II

PURPOSE

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes and to exercise all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the Articles of Incorporation.

2. To own, maintain and administer the community property and facilities referred to as the "Common Areas" and "Common Services", serving as the successor "Association" to Hunter Creek Village Owners Association, Inc., as provided in the Declaration of Restrictions, covenants, conditions, charges and reservations affecting property located in Hunter Creek Village, which is recorded in O.R. Book 687, Page 1898, Public Records, Charlotte County, Florida (hereinafter the Declaration).

3. To administer and enforce the restrictions and covenants contained in the Declaration.

4. To collect and disburse assessments and charges created in the Declaration.

5. To further any other purposes as are, or may be amendment thereto, set forth in the Articles of Incorporation and By-laws.

ARTICLE III

MEMBERS AND MEETINGS OF MEMBERS

1. Classes of Membership. There shall be one classification of membership in this Corporation, namely, a voting membership. The voting membership may from time to time create such classes and as many classes of non-voting membership as deemed necessary by the other voting membership with definitions and qualifications for each such class to be added herein.

As set forth in the Declaration, the Developer, namely Rivers Edge, Inc., shall have exclusive voting rights until such time as 225 lots have been sold. Developer shall retain all voting rights for any lots not sold and owned by Developer now and the in the future.

2. Admission to Membership. Membership qualification shall be controlled by the recorded Declaration as may be amended from time to time.

3. Proxy. Any member shall be permitted to vote at any meeting by a proxy in writing, submitted to the Secretary of the Corporation before or at the time of the meeting.

4. Resignations. Resignations shall be made in writing to the Secretary and acted upon by the Board of Directors at their next regular meeting. If such resignation is not received prior to the date the annual dues, if any, are due and payable, the member shall be liable for dues for the ensuing year. No resignation shall be accepted by the Board of Directors unless the members dues are in good standing. No resignation shall be accepted from any member while he is indebted to the Corporation or while charges are pending against him, unless acceptance of the resignation is specifically authorized by the Board of Directors.

5. Annual Meeting. The annual meeting of the voting members of the Corporation shall be held at the principal office of the Corporation on the 1st Monday in May of each year, if not a legal holiday, and, if a legal holiday, then on the next succeeding Monday not a legal holiday, for the purposes of electing Directors, appointing two inspectors of elections, and for the transaction of such other business as may properly come before the meeting.

6. Notice of Annual Meeting. Notice of the time, place, and purpose or purposes of the annual meeting shall be served, either personally or by mail, not less than ten (10) days nor more than forty (40) days before the meeting upon each person who appears upon the books of the Corporation as a voting member and, if mailed, such notice shall be directed to the voting member at his address as it appears on the books of the Corporation unless he shall have filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case it shall be mailed to the address designated in such request.

7. Special Meeting. Special meetings of the voting membership, other than those regulated by statute, may be called at any time by the Chairman or by two (2) Directors and must be called by the Chairman or Secretary on receipt of the written request of one-third of the voting members of the Corporation.

8. Notice of Special Meetings. Notice of a special meeting stating the time, place and purpose or purposes thereof shall be served personally or by mail upon each member residing within the United States, not less than five (5) nor more than forty (40) days before such meeting, and if mailed, such notice shall be directed to each voting member at his address as it appears on the books or records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices intended for him shall be mailed to some other address, in which case it shall be mailed to the address designated in such request.

9. Quorum. At any meeting of the Corporation, the presence of a majority of the voting members in person or by proxy shall be necessary to constitute a quorum for all purposes except as otherwise provided by law, and the act of a majority of the voting members present at any meeting at which there is a quorum shall be the act of the full membership except as may be otherwise specifically provided by statute or by these By-Laws. In the absence of a quorum, or when a quorum is present, a meeting may be adjourned from time to time by vote of a majority of the voting members present in person or by proxy, without notice to any absent voting member. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

10. Voting. At every meeting of voting members, each member shall be entitled to vote in person, or by proxy duly appointed by instrument in writing which is subscribed by such voting member and which bears a date not more than thirty (30) days prior to such meeting, unless such instrument provides for a longer period. Each voting member of the Corporation shall be

entitled to one vote. The vote for Directors, and upon demand of any voting member, the vote upon any question before the meeting, shall be by ballot. All elections shall be had and all questions decided by a majority vote of the persons present or by proxy.

11. Waiver of Notice. Whenever under the provisions of any law or under the provisions of the Certificate of Incorporation or By-Laws of this Corporation, the Corporation or the Board of Directors or any committee thereof is authorized to take any action after notice of the voting members of the Corporation or after the lapse of a prescribed period of time, such action may be taken without notice and without lapse of any period of time, if at any time before or after such action be completed, such requirements be waived in writing by the person or persons entitled to such notice or entitled to participate in the action to be taken or by his attorney thereunto authorized.

12. Inspections of Elections. The members may at each annual meeting elect or appoint two persons (who need not be members) to serve until and including the next annual meeting as Inspectors of Election, and if any Inspector shall refuse to serve or shall not be present, the meeting may appoint any Inspector in his place.

13. Removal of Directors or Officers. Any officer or Director may be removed from membership or from office by the affirmative vote of two-thirds of the full voting membership, registered either in person or by proxy, at any regular or special meeting called for that purpose, for conduct detrimental to the interest of the Corporation, for lack of sympathy with its objectives, or for refusal to render, reasonable assistance in carrying out its purposes. Any such officer, or Director proposed to be removed shall be entitled to at least five (5) days notice in writing by mail of the meeting at which such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting.

14. Compensation and Expenses. Members shall not receive any stated salary for their services as such, but by resolution of the Board of Directors a fixed reasonable sum or expenses of attendance, if any, or both, may be allowed for attendance at each regular or special meeting. The Board of Directors shall have power in its discretion to contract for and to pay to members rendering unusual or special services to the Corporation special compensation appropriate to the value of such services.

ARTICLE IV

DIRECTORS

1. Election. The business and property of the Corporation shall be managed and controlled by a Board of Directors, who shall be elected annually by the voting members to hold office until the next annual meeting or until the election and qualification of their respective successors, except as hereinafter otherwise provided for filling vacancies.

2. Number. The number of Directors of the Corporation shall be four (4), but such number may be increased or decreased by amendment to these By-Laws, in the manner set forth in Article XII hereof. When the number of Directors is so decreased by amendment adopted by the Board of Directors, each Director in office shall serve until his term expires, or until his resignation or removal as herein provided. The number of Directors for this Corporation shall not be less than three (3).

3. Resignation. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors.

4. Vacancies. Any vacancy in the Board of Directors occurring during the year, including a vacancy created by an increase in the number of Directors made by the Board of Directors, may be filled for the unexpired portion of the term by the Directors then serving, although less than a quorum by affirmative vote of the majority thereof. Any Director so elected by the Board of Directors shall hold office until the next succeeding annual meeting of the voting members of the Corporation or until the election and qualification of his successor.

5. Annual Meetings. Immediately after each annual election, the newly elected Directors may meet forthwith at the principal office of the corporation for the purpose of organization, the election of officers, and the transaction of other business, and, if a quorum of the Directors be then present, no prior notice of such meeting shall be required to be given. The place and time of such first meeting may, however, be fixed by written consent of all of the Directors.

6. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman or Vice-Chairman and must be called by either of them on the written request of any member of the Board.

7. Regular Meeting. Regular meetings should be held on the _____ of each month at _____ in the _____, or as otherwise set by the Board of Directors.

8. Notice of Meetings. Notice of annual and special Directors' meetings, except as herein otherwise provided, shall be given by mailing the same at least three (3) days or by printed electronic means the same at least one (1) day before the meeting to the usual business or residence address of the Directors but such notices may be waived by any Director. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined by the Board. Any business may be transacted at any Directors' meeting. At any meeting at which every Director shall be present, even though without any notice or waiver thereof, any business may be transacted.

9. Chairman. At all meetings of the Board of Directors, the Chairman or Vice-Chairman, or in their absence, a chairman chosen by the Directors present, shall preside.

10. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is at least a majority of voting members present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by these By-Laws. If at any meeting there is less than a majority of voting members present, a majority of those present may adjourn the meeting from time to time without further notice to any absent Directors, and may take such other and further action as is provided in Article III, Section 12, of these By-Laws.

11. Contracts and Services. Subject to prior approval by the Board of Directors, Directors and officers of the Corporation may be interested directly or indirectly in any contract relating to or incidental to the operations conducted by the Corporation, and may freely make contracts, enter transactions, or otherwise act for or on behalf of the Corporation, notwithstanding that they may also be acting as individuals, or may be interested in the same matters as shareholders, directors, or otherwise; provided, however, that any contract, transaction or act on behalf of the Corporation in a matter in which the Directors or officers are personally interested as shareholders, directors, or otherwise shall be at arm's length and not violative of the proscriptions in the Certificate of Incorporation against the Corporation's use or application of its funds for private benefit. In no event, however, shall any person or other entity dealing with the Directors or officers be obliged to inquire into the authority of

the Directors and officers to enter into and consummate any contract, transaction, or other action.

12. Compensation. Directors shall not receive any stated salary for their services as such, but by resolution of the Board a fixed reasonable sum or expense of attendance, if any, or both, may be allowed for attendance at each regular or special meeting of the Board. The Board of Directors shall have power in its discretion to contract for and to pay Directors rendering unusual or exceptional services to the Corporation special compensation appropriate to the value of such services.

13. Power. All the corporate powers, except such as are otherwise provided for in these By-Laws and in the laws of the State of Florida, shall be and are hereby vested in and shall be exercised by the Board of Directors. The Board of Directors may be general resolution delegate to committees of their own number, or to officers of the Corporation, such power as they may see fit.

14. Duties. The Board of Directors shall present at the annual meeting of members a report, verified by the Chairman and Treasurer or by a majority of the Directors, showing in appropriate detail the following:

(a) The assets and liabilities, including the Trust funds, of the Corporation as of the end of the fiscal year immediately preceding the annual meeting, which shall not be more than four months prior to such meeting;

(b) The principal changes in assets and liabilities, including Trust funds, during the year immediately proceeding the date of the report;

(c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report;

(d) The expenses or disbursements of the Corporation, both for general and restricted purposes, during the year immediately preceding the date of the report;

(e) The number of voting and non-voting members of the Corporation as of the date of the report, together with a statement of increase or decrease in such number during the year immediately proceeding the date of the report, and a statement of the place where the names and addresses of the current members may be found. The annual report of the Directors shall be filed with the records of the Corporation and an abstract thereof entered in the minutes of the proceeding of the annual meeting of members.

ARTICLE V

OFFICERS

1. Number. The officers of the Corporation shall be the President/Treasurer, Vice President, Secretary, and such other officer with such powers and duties not inconsistent with these By-Laws as may be appointed and determined by the Board of Directors. Any two offices, except those of Chairman and Vice Chairman, may be held by the same person.

2. Election, Term of Office and Qualifications. The Chairman shall be elected annually by the Board of Directors from among such persons as the Board of Directors may see fit, at the first meeting of the Board of Directors after the annual meeting of members of the Corporation.

3. Vacancies. In case of any office of the Corporation becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the Directors then in office, although less than a quorum, may elect an officer to fill such vacancy, and the officer so elected shall hold office and serve until the first meeting of the Board of Directors after the annual meeting of the members next succeeding and until the election and qualification of his successor.

4. President. The President shall preside at all meetings of members and of the Board of Directors. He shall have and exercise general charge and supervision of the affairs of the Corporation and shall do and perform such other duties as may be assigned to him by the Board of Directors.

5. Vice President. At the request of the President, or in the event of this absence or disability, the Vice President shall perform the duties and possess and exercise the powers of the Chairman; and to the extent authorized by law the Vice Chairman shall have such other powers as the Board of Directors may determine, and shall perform such other duties as may be assigned to him by the Board of Directors.

6. Secretary. The Secretary shall have charge of such books, documents, and papers as the Board of Directors may determine and shall have the custody of the corporate seal. He shall attend and keep the minutes of all the meetings of the Board of Directors and members of the Corporation. He shall keep a record, containing the names, alphabetically arranged, of all persons who are members of the Corporation, showing their places of residence, and such book shall be open for inspection as prescribed by law. He may sign with the Chairman or Vice Chairman, in the name and on behalf of the Corporation, any contracts or agreements authorized by the Board of Directors, and

when so authorized or ordered by the Board of Directors, he may affix the seal of the Corporation. He shall in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to him by the Board of Directors.

7. Treasurer. The Treasurer shall have the custody of all funds, property, and securities of the Corporation, subject to such regulations as may be imposed by the Board of Directors. He may be required to give bond for the faithful performance of his duties, in such sum and with such sureties as the Board of Directors may require. When necessary or proper, he may endorse on behalf of the Corporation for collection, checks, notes, and other obligations, and shall deposit the same to the credit of the Corporation at such bank or banks or depository as the Board of Directors may designate. He shall sign all receipts or vouchers and, together with such other officer or officers, if any, as shall be designated by the Board of Directors, he shall sign all checks of the Corporation and all bills of exchange and promissory notes issued by the Corporation, except in cases where the signing and execution there of shall be expressly designated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation. He shall make such payments as may be necessary or proper to be made on behalf of the Corporation. He shall enter regularly on the books of the Corporation to be kept by him or the purpose of full and accurate account of all moneys and obligations received and paid or incurred by him for or on account of the Corporation, and he shall exhibit such books at all reasonable times to any Director or, voting member on application at the offices of the Corporation. He shall, in general, perform all the duties incident to the offices of Treasurer, subject to the control of the Board of Directors.

8. Salaries. No Director shall be entitled to a salary paid by the Corporation.

9. Removal. Any officer may be removed from office by the affirmative vote of two-thirds of all the Directors at any regular or special meeting called for that purpose, for non-feasance, mal-feasance, or misfeasance, for conduct detrimental to the interests of the Corporation, for lack of sympathy with its objectives, or for refusal to render reasonable assistance in carrying out its purposes. Any officer proposed to be removed shall be entitled to at least five (5) days notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

ARTICLE VI

AGENTS AND REPRESENTATIVES

The Board of Directors may appoint such agents and representatives of the Corporation with such powers and to perform such acts or duties on behalf of the Corporation as the Board of Directors may see fit, so far as may be consistent with these By-Laws, to the extent authorized or permitted by law.

ARTICLE VII

CONTRACTS

The Board of Directors, except as in these By-Laws otherwise provided, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance, and unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or render its liable pecuniarily for any purpose or to any amount.

ARTICLE VIII

ADVISORY COMMITTEE

The Board of Directors may appoint from its number, or from among such persons as the Board may see fit, one or more advisory committees, and at any time may appoint additional members thereto. The members of any such committee shall serve during the pleasure of the Board of Directors. Such advisory committees shall advise with the aid the officers of the Corporation in all matters designated by the Board of Directors. Each such committee may, subject to the approval of the Board of Directors, prescribe rules and regulations for the call and conduct of meetings of the committee and other matters relative to its procedure.

The members of any advisory committee shall not receive any stated salary for their services as such, but by resolution of the Board of Directors a fixed reasonable sum or expenses of attendance, if any, or both, may be allowed for attendance at each regular or special meeting of such committee. The Board of Directors shall have power in its discretion to contract for and to pay to any member of an advisory committee, rendering unusual or exceptional services to the Corporation, special compensation appropriate to the value of such services.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Corporation shall commence on January 1 of each year and end on December 31.

ARTICLE X

INVESTMENTS

The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a Trustee is or may hereafter be permitted by law to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under Section 503 or Section 507 of the Internal Revenue Code and its Regulations as they now exist or may hereafter be amended.

ARTICLE XI

AMENDMENTS

1. By Directors. The Board of Directors shall have power to make, alter, amend, and repeal the By-Laws of the Corporation by affirmative vote of a majority of the board, provided, however, that the action is proposed at a regular or special meeting of the Board and adopted at a subsequent regular meeting, except as otherwise provided by law. All By-Laws made by the Board of Directors may be altered, amended, or repealed by the members.

2. By Members. The By-Laws may be altered, amended or repealed at any meeting of members of the Corporation by a majority vote of all the members, represented either in person or by proxy, provided that the proposed action is inserted in the notice of such meeting.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. All annual

3400

OK



RIVERS EDGE
 1601 Hunter Creek Drive
 Punta Gorda, Florida 33982

OR 637 PG 1898

82 557093

HUNTER CREEK VILLAGE

DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, CHARGES, AND RESERVATIONS AFFECTING PROPERTY LOCATED IN HUNTER CREEK VILLAGE.

THIS DECLARATION is made on the date hereinafter set forth by HUNTER CREEK VILLAGE, LTD., (A Florida Limited Partnership), hereinafter referred to as "Declarant".

BACKGROUND

Declarant is the owner of certain real property in Charlotte County, Florida, (hereinafter referred to as the "Land" or "Property") which is more particularly and legally described as:

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, containing 2.5 acres more or less.

AND

The Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, containing 2.5 acres more or less.

AND

The Northwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch and all of Government Lot 3 lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida (containing 90 acres more or less).

RECORDED IN
 OFFICIAL RECORDS
 72 JUN 19 12:37

Prepared By
 BOWEN & BOWEN
 Real Estate Brokers
 Punta Gorda, FL 33982

OWNER & DEVELOPER
 HUNTER CREEK VILLAGE, LTD.
 A FLORIDA LIMITED PARTNERSHIP

LESS AND EXCEPT ALL OF THE FOLLOWING DESCRIBED PARCELS

All that tract or parcel of land lying in Government Lot 5, Section 11 and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows, to-wit:

Commencing at the Southeast Corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North 0°14'0" East, 657.38' to a concrete monument. Thence North 88°46'30" West, 329.75' to a concrete monument, said monument lying on the Northerly right of way line of the Florida Power and Light Company. Thence North 85°35'12" West along the Northerly right of way line of the Florida Power and Light Company 980.00' to an iron pin and the Point of Beginning. Thence continue North 85°35'12" West along said right of way line 353.00' plus or minus to its Point of Intersection with the Mean High Water Line of Hunters Creek. Thence in a Northeasterly direction following the meanderings of the Mean High Water Line of Hunters Creek 485.00' plus or minus to its Point of Intersection with a line running North 4°24'48" East from the Point of Beginning. Thence South 4°24'40" West 322.00' plus or minus to an iron pin and the Point of Beginning. The above described tract entails 1.61 acres plus or minus.

AND LESS AND EXCEPT THE FOLLOWING

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND LESS AND EXCEPT THE FOLLOWING

Commencing at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of Government Lot 2, thence travel North 88°46'30" West 329.75' thence travel North 0°12'30" East for a distance of 124.6' to a P.O.B.; thence North 88°46'30" West for a distance of 3'; thence North 0°12'30" East to the waters edge (Lee Branch of the Peace River) thence go in a Northeasterly direction along the shoreline of said Lee Branch of the Peace River until the same intersects with the Western Lot Line of Block F, Unit 1 PEACE RIVER SUBDIVISION, a subdivision according to the Plat thereof as recorded in Plat Book 3, Page 7 of the Public Records of Charlotte County, Florida; thence travel South along the Western Block Line of Block F to the F.O.B.

The land is presently being platted and upon the approval and acceptance of the plat by all necessary and appropriate entities the Plat will be recorded of Public Record in Charlotte County, Florida. Said platted land shall also be subject to this Declaration.

Declarant proposes to develop, at its expense, a residential mobile home community upon the land containing residential lots, lakes, open areas, recreational and service facilities for the benefit of the community.

Declarant has caused HUNTER CREEK VILLAGE OWNERS ASSOCIATION, INC. (hereinafter "Association") to be incorporated under the laws of the State of Florida as a non-profit corporation for the purpose of delegating and assigning to that corporation the powers of (1) owning, maintaining and administering the community property and facilities referred to as the "Common Areas" and "Common Services"; (2) administering and enforcing the covenants and restrictions contained herein; (3) collecting and disbursing the assessments and charges herein created, and (4) for such other purposes as are, or may be by amendment thereto, set forth in the Association's Articles of Incorporation and By-Laws.

Declarant desires that the land be developed and maintained in such a manner as to best preserve the natural beauty and value of the land and community, to enhance the desirability of living in the community, and to provide each future lot owner the full benefit and enjoyment of his property and of the recreational and other common areas.

DECLARATION

For these reasons, and others which become apparent from the following, Declarant hereby declares that all of the above described property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with such property or any additional property made subject hereto and shall be binding on all parties having any right, title or interest in such property or additional property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereto as more fully set forth herein.

ARTICLE I DEFINITIONS

Section 1: "Association" shall mean and refer to HUNTER CREEK VILLAGE OWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner (including contract purchasers or buyers entitled to possession of a lot), whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, but excluding those having such interest merely as security for the performance of an obligation or as trustee under any instrument securing such an obligation.

Section 3: "Property" and "Land" shall mean and refer to the above defined land and such additions thereto as may hereafter be acquired or brought within the jurisdiction of the Association.

Section 4: "Common Areas" shall mean all real property and personal property owned by the Association for the common use and enjoyment of, or to supply services to, all of the Owners. Where the context so permits, or requires, the phrase "Common Areas" shall include all streets, improvements, fixtures and equipment of every nature (real, personal or mixed) constructed, installed, or supplied on, in, or to, the Common Areas.

Section 5: "Common Services" shall mean such services as are provided by the Association to each Member or Lot, the cost of which are included in the annual assessment. These services may include, but not be limited to, street lighting, lawn mowing, community social and recreational activities, and other uniform benefits to the members and lot owners. The Association shall not be required to provide any specific common services but shall provide such as are economically feasible and warranted.

Section 6: "Lot" shall mean and refer to any plot of land shown upon the finally accepted and recorded Plat of HUNTER CREEK VILLAGE.

Section 7: "Declarant" shall mean and refer to HUNTER CREEK VILLAGE, LTD.

Section 8: "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration and the Articles of Incorporation of the Association.

Section 9: "Utility" shall mean and refer to potable water, sewer, fire, electric and telephone lines, central T.V., antenna service, hydrants, meters and facilities for the servicing of the lots and common areas which are owned, provided and maintained by Charlotte County, Florida Power and Light Co., United Telephone, the Association, or any other entity (including Declarant) or their assigns which are provided for the general use and benefit of the land and its owner.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for and to establish, amend and enforce Rules and Regulations concerning the use of any facility situated upon the Common Areas;

(b) the right of the Association to levy assessments and to charge for utility services provided by the Association;

(c) the right of the Association, acting through the Board of Directors, to suspend the voting rights and right to the use of any and all the Common Areas by a Member for any period during which any charge or assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations or of these covenants, conditions and restrictions;

(d) the right of the Association to borrow money for the purpose of capital improvements in relation to the Common Areas and in aid thereof to mortgage the same upon the affirmative vote of 7/3rds of the members; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3rds) of the lot owners; no such dedication or transfer shall be effective unless an instrument indicating approval thereof by two-thirds (2/3rds) of the owners is recorded in connection with such dedication or transfer.

Section 1. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Areas to the members of his family or his tenants.

OR 687 PG 1902

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record owner of any lot in the aforesaid residential community which lot is subject under this Declaration to assessment by the Association shall be a member of the Association after such time as Declarant has sold 225 lots. Until such time, Declarant shall be the only member of the Association; thereafter, Declarant shall have one vote for each lot owned by Declarant. The foregoing does not include persons or entities who hold an interest merely as security for the performance of any obligation or as trustee under any instrument securing such an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Section 2. Voting. The Association shall have one class of voting memberships and there shall be one vote with respect to each lot. When more than one person holds an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV
COVENANT FOR ASSESSMENTS & UTILITY CHARGES

Section 1. Creation of the Lien and Personal Obligation of Assessments and Utility Charges. Except for Declarant, each owner of any lot by acceptance of a deed thereof, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) utility fees and charges for services rendered by any water or sewer utility. The annual and special assessments, as well as all utility fees and charges, together with any interest, costs and reasonable attorney's fees incurred in respect of the collecting thereof, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each assessment or charge, together with interest, costs and reasonable attorney's fees, if any, shall also be the joint and several personal obligation of the person or persons who was or were the owner or owners of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to the delinquent owners successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments and Charges. The annual and special assessments levied by the Association shall be used exclusively for the promotion of the recreation, maintenance, health, safety and welfare of the owners and members, for the providing to all owners and members of common services and for the improvement and maintenance of the common areas, and for any purpose or use related to the foregoing.

Section 3. Annual Assessment. The initial annual assessment shall not exceed SIXTY DOLLARS (\$60.00) per month payable monthly in advance on the first day of each month, until January 1, 1982. Thereafter, the assessment may be adjusted annually upward to reasonably reflect inflationary increases. At the option of Declarant, such assessments shall be paid to the Declarant

rather than to the Association, until the first day of the second month after Declarant has sold 225 lots, with Declarant providing, at its expense all common services, (excepting utilities), to be supplied by the Association. Thereafter, the Board of Directors of the Association shall fix the annual assessment which shall be paid to the Association in advance in equal monthly installments and the Association shall thereafter provide at the Association's expense all common services.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, acquisition, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the written consent of two-thirds (2/3rds) of the owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any such meeting shall state the purpose of the meeting and shall be sent to all owners not less than thirty (30) nor more than fifty (50) days in advance of the meeting.

Section 5. Utility Charges. In addition to the Annual Assessments and Special Assessments set forth above, the Association, or any utility providing such services, may levy and collect monthly a utility fee or charge, based on usage (with minimums or base rates) sufficient to pay for the providing of such services to each lot owner plus an amount sufficient to provide the facilities to do so.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, except as otherwise provided in this Declaration, must be fixed at uniform rates for all lots regardless of size, value of improvements and number of persons occupying each such lot and may be collected on a monthly or other periodic basis, provided, however, in the sole discretion of the Association, and with the approval of the Board of Directors, a lot owner's assessment may be reduced or credited by such amount as shall be determined by the Board of Directors to be a direct cost savings to the Association for not providing a common service which an owner shall elect to provide for his own lot.

Section 7. Effect of Non-Payment of Assessments or Utility Charges; Remedies of the Association. Any assessment or utility charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen per cent (18%) per annum. The Association, or any utility providing services, in addition to other rights provided for herein, may bring an action at law against the owner or owners personally obligated to pay the same, or foreclose the lien against the lot in question. No owner may waive or otherwise escape liability for the assessments or utility charges provided for herein by non-use of the common areas or abandonment of his lot.

Section 8. Exempt Property. At the discretion of the Association, any portion of the property dedicated to, and accepted by, a local public authority or agency and any portion of the property owned by a charitable or non-profit organization may be exempted from the assessments created herein. However, no such portion devoted to dwelling use shall be exempted from said assessments.

**ARTICLE V
ARCHITECTURAL CONTROL**

No tree, hedge, building, mobile home, fence, well, patio, or other structure shall be planted, commenced, erected or maintained upon the property which interferes with utility

maintenance or servicing, or with the over all beauty and harmony of the community, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, lot lines and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required. This Article V shall not apply to unoccupied lots owned by Declarant.

**ARTICLE VI
USE RESTRICTIONS**

OR 687 PG 1904

Each lot and living unit shall be owned and conveyed subject to the following additional restrictions and covenants. In order to conserve the natural beauty of the property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed and constructed improvements:

1. All mobile homes which are placed on a lot must contain not less than 960 square feet, excluding carport, utility room, and screened patios, have a covered carport with utility room, have a screen porch containing not less than 100 square feet, and be in new or like new condition or inspected and approved by the Association.

2. Each mobile home is required to be skirted and anchored and to have at least a full length carport roof over a concrete surface and landscaping, all as established by the Association's regulations. These requirements are to be met within sixty (60) days after placing of mobile home on lot.

3. No structure of a temporary character such as a trailer, camper, tent, shack, garage, barn or other out-buildings shall be placed or used on any lot at any time. A free standing utility building or storage building which is not an integral part of the carport shall not be placed or used on a lot.

4. All utility hook-ups must be performed by qualified personnel. Each mobile home must be placed in accordance with the position designated by Declarant or the Association. No structure shall be placed any closer to the owner's property lines than as follows: Twenty-five (25) feet from the street right of way, twenty (20) feet from rear line and seven and one-half (7½) feet from each side line. An easement for utilities, drainage, maintenance and bicycle paths (for the use of all members) is reserved by the Declarant within these set back areas. An easement for maintenance, repair, and replacement of the wells located upon Lots 52 and 53, and Lots 90 and 92 is also reserved by the Declarant.

5. No more than one single family mobile home shall be placed on each lot, and it shall be used as a single family dwelling.

6. No animals shall be kept on any lot except that one domestic dog, cat or bird may be kept in each residence. All dogs or any domestic pet shall be kept on their own lot, except when being walked on a leash. In the event that a domestic pet deposits any unpleasant by-product anywhere other than on the owner's lot the owner of the pet shall be responsible for removing and disposing of said by-product.

7. Commercial and/or professional activities may not be carried on within a mobile home or on a mobile home lot.

8. No septic tanks, drainfields, or wells for potable water shall be constructed or installed upon any lot. So long as common sewerage and water is provided to the subdivision as a whole each lot owner is required to utilize and pay the ordinary and reasonable charges of such sewage and water service.

9. All L.V. or vehicles must have current license tags and be parked fully on the lot owner's own property in the area provided. No street parking will be allowed at any time, except for approved deliveries, pick-ups or short time visitors. Any vehicles, motor homes or buses, boats, trailers and similar type vehicles must be parked in the Association's designated storage areas. Major overhaul, repairs or rebuilding of motor vehicles or trailers shall not be permitted on the property, but routine maintenance is permitted. The Association's agent can enter property and remove non-conforming vehicles and other non-conforming items upon ten (10) days written notice at owner's expense.

10. No storage of any kind will be permitted under or around the mobile home except in an approved utility building.

11. Trash or garbage cans shall be concealed on all four sides or within Association's approved trash-garbage containers; all shall be kept beside or behind a mobile home except when placed out front for collection on designated days. The Association can require trash and garbage to be placed near the street edge in disposable containers for pick-up. Garbage must be collected and disposed of by a licensed garbage collector at owner's expense.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to indicate the name of the resident or one sign of not more than five square feet advertising the property for sale or for rent.

13. No fence, wall or other enclosure shall be erected without approval of the Association.

14. The only clothes line permitted shall be the removable, single pole, umbrella type, located behind the mobile home, concealed from street view, which shall be removed when not in use.

15. All lots must be kept clean, neat, mowed and free from litter to the satisfaction of the Declarant or Association. Plants, shrubs and landscaping must be properly maintained. When any lot is not maintained in the above condition, the declarant and/or Association (through its agents) reserves for itself the right to enter upon the lot, mow or clean up same, remove unsightly structures and to charge the owner a reasonable amount for the work performed, which amount if not paid promptly shall constitute a lien against the lot. If such a lien is filed and enforced, the lot owner shall be liable for all collection costs and attorney's fees incurred.

16. Outside television antennas shall not be permitted as long as the Declarant or Association provides lots with central T.V. antenna service. Each lot owner is required to utilize and pay the ordinary and reasonable charges of such antenna service.

17. Maximum motor vehicle speed on the common areas shall be 15 miles per hour or as determined by the Association.

18. The subdivision is restricted to adult occupancy only and no children shall be allowed to permanently occupy any mobile home. Persons under the age of 18 years shall be construed to be children and if any child occupies a mobile home for more than 30 days in any calendar year, said occupancy shall be construed to be permanent. The Declarant and/or the Board of Directors of the Association are in their sole discretion, authorized to grant exceptions to this restriction for specific

children so as to prevent hardships upon such terms and conditions if any, as they shall prescribe.

19. No nuisance or immoral, improper or offensive conduct, as determined by Declarant or the Board of Directors, shall be permitted or allowed on the property. An owner shall be responsible for the acts or conduct of himself, his family, guests, members, tenants or invitees, including liability for their damage to common areas caused by negligence or willful acts.

20. No children under 18 years of age may use recreational facilities, unless accompanied by an adult, who shall be fully responsible for all actions of such child.

21. No motorcycles will be permitted in the subdivision. Mopeds will be permitted.

22. No boathouse, dock, wharves or other structures of any kind shall be erected, placed, altered or maintained on the lakes, canals or creek front, unless approved by Declarant or the Association. No power boats or other mechanically powered water craft or device driven or propelled by other manpower or sail shall be used or operated on lakes in Hunter Creek Village, unless approved by the Association.

23. The sale, lease or transfer of any lot or mobile home located thereon, except by Declarant or except by death of the owner, shall be subject to the following conditions:

(a) No lot owner may sell, lease or make a gift of his lot without approval of the Declarant or the Association. Any sale, lease or gift of any lot without such approval shall be void except as set forth in paragraph 23(iii) hereof.

(b) If a lot owner should in any way transfer his ownership in any manner not mentioned herein, the continuance of the new ownership shall be subject to the approval of the Declarant or the Association.

(c) The approval of the Declarant or Association for a transfer of ownership shall be obtained in the following manner:

(i) Any owner intending to make a transfer shall give the Association notice of such intention, and shall furnish the same with a written copy of a bona fide offer of purchase, or lease as the case may be, which contract shall show the full name and address of the intended purchaser, and such other information concerning the intended purchaser or lessee as the Declarant or Association may reasonably require.

(ii) Within thirty (30) days after receipt of such notice, the Association shall either approve or disapprove the transaction. If approved, approval shall be stated in written form and shall be delivered to the purchaser in recordable form. If the Association fails to take any action within the said thirty (30) day period, the transaction shall be deemed approved. In lieu of approval of sale, the Declarant or the Association may elect to purchase the unit or provide a buyer to purchase the unit upon the terms and conditions set forth in the sales contract whichever is longer, to close the transaction, in accordance with the terms thereof. If the transaction, is a conveyance of an interest not involving consideration, said purchase shall be for cash upon a mutually agreeable price, and if said price cannot be agreed upon then the value shall be determined by three (3) appraisers, one (1) selected by the Declarant or Association, one (1) selected by the lot owner and the third by the appraisers appointed by each party.

(iii) The Association shall have the absolute right in its sole discretion, to disapprove any proposed lease.

(iv) Any sale or lease not authorized pursuant to the terms of this paragraph and subparagraphs shall be void unless subsequently approved by the Declarant or the Association. The Restrictions of this Article VI shall not be applicable to, or enforceable against the Declarant.

OR 687 PG 1907

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the property for a term of twenty (20) years from the date this Declaration is recorded, after which they shall be automatically extended (unless at least two-thirds (2/3rds) of the lot owners agree otherwise) for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by a recorded instrument signed by not less than ninety (90%) per cent of the lot owners and thereafter by a recorded instrument signed by not less than seventy-five (75%) per cent of the lot owners.

Section 4. Annexation. Additional land may be annexed or added by the Association to the property.

Section 5. Liability. It is expressly understood and agreed that the Association (including its directors and agents) shall not be held liable for any damages suffered by any owner, member, their guests or any invitees in their use of the common areas or in the common services provided by the Association except for the gross negligence or willful misconduct of the Association or authorized acts of its agents or Directors.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has executed this instrument this 14 day of January, 1980.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

HUNTER CREEK VILLAGE, LTD.,
By Loreda Development, Inc.,
General Partner

Richard L. Malnar

By David W. Shepard
David W. Shepard, President of
Loreda Development, Inc., as
General Partner of Hunter Creek
Village, Ltd.

Susy G. Shepard

By Susy G. Shepard
Susy G. Shepard, Secretary of
Loreda Development, Inc., as
General Partner of Hunter Creek
Village, Ltd.

STATE OF FLORIDA
COUNTY OF CHARLOTTE

OR 687 P6 1909

BEFORE ME, the undersigned officer, personally appeared DAVID W. SHEPARD and SUE G. SHEPARD, as President and Secretary respectively of LONAJA DEVELOPMENT, INC., AS GENERAL PARTNER OF HUNTER CREEK VILLAGE, LTD., a Florida Limited Partnership, and after first being duly sworn, deposes and says that they have executed the foregoing Declaration of Restrictions for the purposes therein expressed.

WITNESS my hand and seal this 19th day of January 1962.

[Handwritten Signature]
Notary Public - State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 25 1965
POLYMER LETTERS, INC., TAMPA, FLORIDA

My Commission Expires:

RENEE B. BARNETT
Attorney at Law
P.O. Box 1000, Florida 32202
TAMPA, FLORIDA

HUNTER CREEK VILLAGE PHASE I

A SUBDIVISION OF
A PORTION OF SECTIONS 11 & 12, TWP 40S, R23E, CHARLOTTE COUNTY, FLORIDA

LEGAL DESCRIPTION-TRACT A (FOR TRACT B, SEE PWT. 5)
A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 40 SOUTH,
RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID
SECTION 12; THENCE N 0°00'00"W, ALONG THE WEST
LINE OF SAID SECTION 12, A DISTANCE OF 275.94
FEET, TO THE SOUTHWEST CORNER OF THE NORTH-
WEST ONE QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE
QUARTER (S.W. 1/4) OF SAID SECTION 12, SAID POINT
ALSO BEING THE POINT OF BEGINNING OF THIS
DESCRIPTION; THENCE N 8°45'40"E, ALONG THE SOUTH
LINE OF THE NORTHWEST ONE QUARTER (N.W. 1/4) OF THE
SOUTHWEST ONE QUARTER (S.W. 1/4) OF SAID SECTION 12,
A DISTANCE OF 46.82 FEET; THENCE N 0°14'30"E,
A DISTANCE OF 105.00 FEET; THENCE N 85°44'W,
A DISTANCE OF 37.55 FEET; THENCE N 0°14'27"E,
A DISTANCE OF 125.00 FEET; THENCE N 0°57'22"E,
A DISTANCE OF 92.42 FEET; THENCE TO IT IS
A DISTANCE OF 185.00 FEET; THENCE N 17°42'40"E,
A DISTANCE OF 42.60 FEET TO THE POINT OF
CURVATURE OF A CIRCULAR CURVE CONCAVE
TO THE WEST, HAVING A RADIUS OF 1000
FEET AND A CENTRAL ANGLE OF 66°23'00";
THENCE NORTHERLY AND NORTHWESTERLY
ALONG THE ARC OF SAID CURVE A DISTANCE
OF 288 FEET TO THE POINT OF TANGENCY;
THENCE N 45°34'19"W A DISTANCE OF 645.55
FEET; THENCE S 47°30'41"W, A DISTANCE OF
45.00 FEET; THENCE N 45°37'19"W, A DISTANCE OF
14.00 FEET; THENCE S 47°30'41"W, A DISTANCE OF
240 FEET; THENCE N 45°37'19"W, A DISTANCE OF
12.60 FEET TO THE POINT OF CURVATURE OF
A CIRCULAR CURVE CONCAVE TO THE
SOUTHWEST, HAVING A RADIUS OF 1000.00
FEET AND A CENTRAL ANGLE OF 60°50'00";
THENCE NORTHWESTERLY ALONG THE ARC OF
SAID CURVE A DISTANCE OF 225 FEET TO A
POINT; THENCE RADIIALLY TO SAID CURVE, BEING
S 47°30'41"W, A DISTANCE OF 194.16 FEET; THENCE
S 45°37'19"W, A DISTANCE OF 41.82 FEET; THENCE
S 47°30'41"W, A DISTANCE OF 57.55 FEET; THENCE
S 45°37'19"W, A DISTANCE OF 31.65 FEET; THENCE
N 45°37'19"W, A DISTANCE OF 159.29 FEET; THENCE
N 45°37'19"W, A DISTANCE OF 219.18 FEET; THENCE
N 45°37'19"W, A DISTANCE OF 264.15 FEET; THENCE
S 47°30'41"W, A DISTANCE OF 254 FEET; MORE
OR LESS TO HUNTER CREEK; THENCE NORTHERLY
SOUTHERLY ALONG HUNTER CREEK, A DISTANCE OF
765.00 FEET MORE OR LESS TO THE
INTERSECTION THEREOF WITH THE SOUTH LINE OF
GOVERNMENT LOT 5 OF SAID SECTION 11;
THENCE S 85°34'30"E, ALONG SAID SOUTH
LINE OF SAID SOUTH LINE OF SAID
GOVERNMENT LOT 5, A DISTANCE OF 114
FEET MORE OR LESS TO THE POINT OF
BEGINNING.

TRACTS A AND B TOGETHER
CONTAIN ACRES MORE OR LESS.
SAID LANDS SITUATE, LYING AND BEING IN
CHARLOTTE COUNTY, FLORIDA.

PLANNING AND ZONING APPROVAL

THIS IS TO CERTIFY THAT THIS PLAN MEETS THE REQUIREMENTS
OF THE CHARLOTTE COUNTY SUBDIVISION REGULATIONS AND
APPROVALS TO THE CURRENT COUNTY COMPREHENSIVE PLAN.
[Signature] 1-27-22
CHAIRMAN - PLANNING COMMISSION DATE

COUNTY ENGINEER APPROVAL

I, THE UNDERSIGNED COUNTY ENGINEER FOR CHARLOTTE
COUNTY, FLORIDA, CERTIFY THAT I HAVE REVIEWED THIS PLAN
AND IN MY OPINION IT CONFORMS WITH CURRENT COUNTY
SUBDIVISION REGULATIONS.
[Signature] 1-27-22
COUNTY ENGINEER DATE

COUNTY COMMISSION APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAN HAS BEEN
OFFICIALLY APPROVED FOR RECORDING BY THE
COUNTY COMMISSION OF CHARLOTTE COUNTY, FLORIDA
ON THIS 19 DAY OF JAN. 1922.
[Signature]
CHAIRMAN - COUNTY COMMISSION

COUNTY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT I HAVE EXAMINED AND
APPROVED THIS PLAN THIS 17th DAY OF JANUARY
1922.
[Signature]
COUNTY ATTORNEY

COUNTY CLERK APPROVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAN
HAS BEEN EXAMINED AND THAT IT CONFORMS WITH
ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA
PERTAINING TO MAPS AND PLATS AND THIS PLAN
HAS BEEN FILED FOR RECORD IN PLAT BOOK 11
PAGE 214-215 OF THE PUBLIC RECORDS OF CHARLOTTE
COUNTY, FLORIDA THIS 22 DAY OF JANUARY 1922.
[Signature]
CLERK, CHARLOTTE COUNTY, FLORIDA.

HEALTH DEPARTMENT APPROVAL

I HEREBY CERTIFY THAT THE REQUIREMENTS OF THE
CHARLOTTE COUNTY HEALTH DEPARTMENT HAVE BEEN
COMPLIED WITH IN THE PREPARATION OF THIS PLAN
CENTRAL WATER AND CENTRAL SEWERAGE.
[Signature] 1-27-22
SANTATION DIRECTOR DATE

FOR MORTGAGEES AND LIENSEE'S CONSENT TO
RECORDATION SEE OFFICIAL RECORDS (BOOK
657 PAGES 112 THROUGH 113), PUBLIC
RECORDS OF CHARLOTTE COUNTY, FLORIDA

CERTIFICATE OF OWNERSHIP AND DEEDS

STATE OF FLORIDA
COUNTY OF CHARLOTTE S.S.
HUNTER CREEK VILLAGE, LTD., A LIMITED PARTNER-
SHIP BY LIMITED DEVELOPMENT, INC., A FLORIDA CORP
A GENERAL PARTNER, CERTIFIES THAT IT IS THE
OWNER OF HUNTER CREEK VILLAGE PHASE I, SHOWN
AND DESCRIBED HEREON AND DOES HEREBY DEMAND
AND SET APART ALL OF THE STREETS, REARFRONT'S
LOT LINE UTILITY AND SEWERAGE ENCUMBRANCES SHOWN
ON THIS PLAN, FOR SAID USES AND PURPOSES TO
THE COUNTY OF CHARLOTTE FOREVER.
IN WITNESS WHEREOF, WE HAVE HERETOFORE SET OUR
HANDS AND SEALS THIS 22 DAY OF JAN. 1922
AT
WITNESSES
[Signature] [Signature]
DAVID W. SHEPHERD, PRES. JOHN R. GARDNER
[Signature] [Signature]
DAVID W. SHEPHERD, PRES. JOHN R. GARDNER
SULLY SHEPHERD, SECRET.

NON-RESIDENTS

STATE OF FLORIDA
COUNTY OF CHARLOTTE S.S.
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,
PERSONALLY APPEARED DAVID W. SHEPHERD,
PRESIDENT AND SULLY S. SHEPHERD, SECRETARY, TO A
SHOW TO BE THE INDIVIDUALS DESCRIBED IN AND WHO
DISCUTED THE FOREGOING CERTIFICATE OF OWNERSHIP
AND DEDICATION AND THEY EACH DULY ADMITTED
AND OBLIGED BEFORE ME THAT THEY DISCUTED THE SAID
WITNESS MY HAND AND OFFICIAL SEAL AT ORANGE
COUNTY, FLORIDA, THIS 25 DAY OF JAN.
[Signature] 1-27-22
NOTARY PUBLIC, STATE OF FLORIDA BY COMMISSION
AT LARGE

SURVEYOR'S CERTIFICATE

I KNOW ALL MEN BY THESE PRESENTS, THAT I, THE
UNDERSIGNED LICENSED AND REGISTERED LAND
SURVEYOR, DOES HEREBY CERTIFY THAT THIS PLAN
IS A TRUE AND CORRECT REPRESENTATION OF THE
LANDS SURVEYED, THAT THE SURVEY WAS MADE
UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION
AND THAT THE SURVEY DATA COMPLY WITH ALL THE
REQUIREMENTS OF CHAPTER 107, FLORIDA STATUTES
AND THAT THE PERMANENT REFERENCE MONUMENTS
AND PERMANENT CONTROL POINTS WERE
INSTALLED ON 1-27-22

OWNER THROUGH ASSOCIATION
[Signature]
JOHN R. GARDNER
PROFESSIONAL LAND
SURVEYOR - FLORIDA
REGISTRATION CERTIFICATE
NUMBER 2334

CHARTER THROUGH ASSOCIATION, 4000
2ND HESLOT STREET
PLANT CREEK, FLORIDA 32134



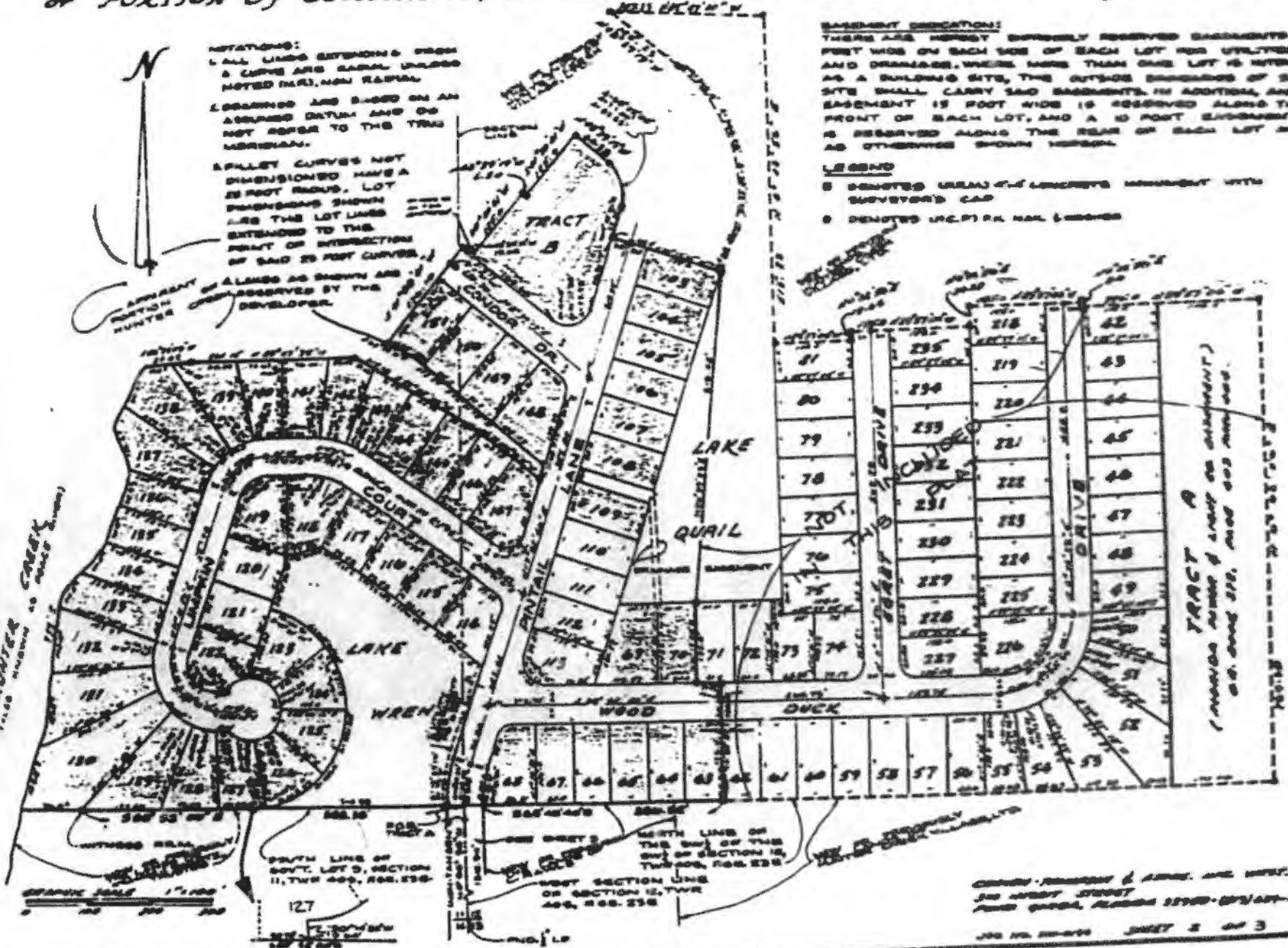
HUNTER CREEK VILLAGE PHASE I

A SUBDIVISION OF
 A PORTION OF SECTIONS 11 & 12, TWP. 43S. R.23E. CHARLOTTE COUNTY, FLOR. 14

NOTATIONS:
 1. ALL LINES EXTENDING FROM A CURVE ARE RADIAL UNLESS NOTED OTHERWISE.
 2. EASEMENTS ARE BASED ON AN ASSUMED DATUM AND DO NOT REFER TO THE TRUE MERIDIAN.
 3. SPALLEY CURVES NOT DIMENSIONED HAVE A 25 FOOT RADIUS. LOT DIMENSIONS SHOWN ARE THE LOT LINES EXTENDED TO THE POINT OF INTERSECTION OF SAID 25 FOOT CURVES.
 4. ALIGNED AS SHOWN ARE APPARENT PARTIAL EASEMENTS OBSERVED BY THE DEVELOPER.

EASEMENT DESIGNATION:
 THERE ARE HEREBY EXPRESSLY RESERVED EASEMENTS 5-6 FEET WIDE ON EACH SIDE OF EACH LOT FOR UTILITIES AND DRAINAGE. WHERE MORE THAN ONE LOT IS INTERFERED AS A BUILDING SITE, THE OUTSIDE EASEMENTS OF SAID SITE SHALL CARRY SAID EASEMENTS. IN ADDITION, AN EASEMENT 15 FOOT WIDE IS RESERVED ALONG THE FRONT OF EACH LOT, AND A 10 FOOT EASEMENT IS RESERVED ALONG THE REAR OF EACH LOT AND AS OTHERWISE SHOWN HEREOF.

LEGEND
 1. DENOTES GRAVEL OR CONCRETE MONUMENT WITH SURVEYOR'S CAP
 2. DENOTES UNCONFINED HAIL EASEMENT

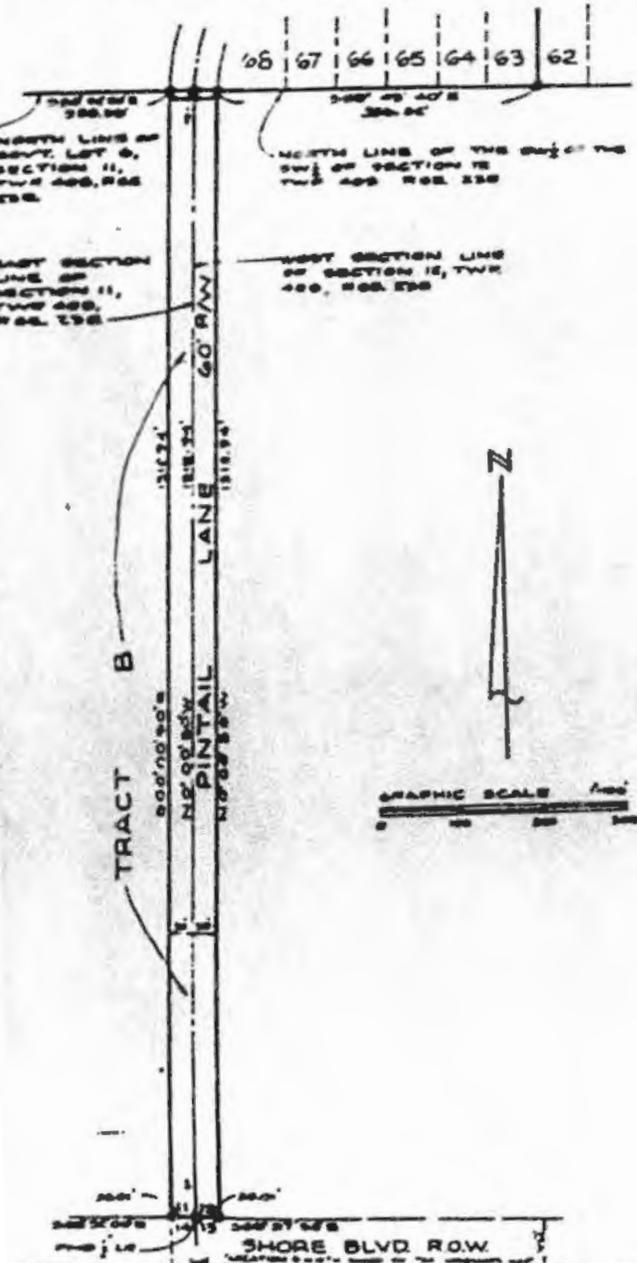


TRACT A
 (contains part of unit in adjacent)
 20, and 21, and 22, and 23, and 24, and 25, and 26, and 27, and 28, and 29, and 30, and 31, and 32, and 33, and 34, and 35, and 36, and 37, and 38, and 39, and 40, and 41, and 42, and 43, and 44, and 45, and 46, and 47, and 48, and 49, and 50, and 51, and 52, and 53, and 54, and 55, and 56, and 57, and 58, and 59, and 60, and 61, and 62, and 63, and 64, and 65, and 66, and 67, and 68, and 69, and 70, and 71, and 72, and 73, and 74, and 75, and 76, and 77, and 78, and 79, and 80, and 81, and 82, and 83, and 84, and 85, and 86, and 87, and 88, and 89, and 90, and 91, and 92, and 93, and 94, and 95, and 96, and 97, and 98, and 99, and 100, and 101, and 102, and 103, and 104, and 105, and 106, and 107, and 108, and 109, and 110, and 111, and 112, and 113, and 114, and 115, and 116, and 117, and 118, and 119, and 120, and 121, and 122, and 123, and 124, and 125, and 126, and 127, and 128, and 129, and 130, and 131, and 132, and 133, and 134, and 135, and 136, and 137, and 138, and 139, and 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CHERRY HOLLOW & ADJAC. ARE. DIST.
 3RD STREET
 AND QUAIL, ALONG 12700-12740-12780-12820
 12700-12740 SHEET 2 OF 3

HUNTER CREEK VILLAGE PHASE 1

A SUBDIVISION OF
A PORTION OF SECTIONS 11 & 12, TWP. 40S. R. 23E. CHARLOTTE COUNTY, FLORIDA



LEGAL DESCRIPTION: TRACT B
 THE EASTERLY 30 FEET OF SMT. LET 6, SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23E, CHARLOTTE COUNTY, FLORIDA, AND THE WESTERLY 30 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23E EAST, CHARLOTTE COUNTY, FLORIDA.



ERVEN THOMPSON & ASSOCIATES, INC. 1000 N. W. 10TH ST. MIAMI BEACH, FLORIDA 33139
 (305) 434-8800