



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: February 10, 1995
TO: DIVISION OF LEGAL SERVICES (VACCARO)
 DIVISION OF RECORDS AND REPORTING
FROM: DIVISION OF WATER AND WASTEWATER (MASSEY-AZPELL) *AmA*
RE: DOCKET NO. 941044-WS; RESOLUTION OF BOARD OF COMMISSIONERS
 OF CHARLOTTE COUNTY DECLARING CHARLOTTE COUNTY SUBJECT
 TO THE PROVISIONS OF CHAPTER 367, F.S., REQUEST FOR
 EXEMPTION FOR PROVISION OF WATER AND WASTEWATER SERVICE
 BY BURNT STORE COLONY RO ASSOCIATION, INC.

Please include the attached documentation in the above referenced docket file. If you have any questions, please give me a call. Thanks.

- ACK _____
- 'AFA _____
- APP _____
- CAF _____
- GM _____
- CTR _____
- EAC _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC 1 _____
- WAS _____
- OTH _____

DOCUMENT NUMBER-DATE

01769 FEB 14 95

FPSC-RECORDS/REPORTING

**GAYNOR, DECKER, YOUNG, MALCHON,
DICKSON, SCHUMAKER & BERNSTEIN, P. A.**

David S. Bernstein
Dale W. Cravey
Lynn V. Cravey
Robert C. Decker
Sarah H. Dennis
V. James Dickson
Jean F. Galanos
Joseph W. Gaynor

Seventeenth Floor
150 Second Avenue North
St. Petersburg, Florida 33701
(813) 895-1971
Fax (813) 823-8979

Suite 2120
100 North Tampa
Tampa, Florida 33602
(813) 221-8027
Fax (813) 229-9128

Refer to File No.
13856/55401

Richard H. Malchon, Jr.
Robert S. Schumaker
David J. Sockol
Janette Meredith Wester
L. Geoffrey Young

Post Office Box 14034
St. Petersburg, Florida 33733

Please Reply to

St. Petersburg

February 6, 1995

Ms. Angela Massey-Azpell
Staff Assistant
Florida Public Service Commission
Division of Water & Wastewater
Fletcher Building
101 East Gaines Street
Tallahassee, FL 32399-0850

RECEIVED

FEB 6 1995

Florida Public Service Commission
Division of Water and Wastewater

Re: Docket No. 941044-WS: Request for exemption from Florida Public Service Commission regulation for provision of water and wastewater service in Charlotte County, Florida by BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation

Dear Ms. Massey-Azpell:

This letter is in response to the questions you raised in your letter to Joseph W. Gaynor dated January 9, 1995, regarding the above-described request for exemption:

1. Exhibit C - Commercial Property. As we discussed, I am not certain to which Exhibit "C" you are referring. However, I believe that the following information should answer your question.
 - (a) Burnt Store Colony RO Association, Inc. (the "Association"), does, in fact, provide water and sewer service to certain commercial property (the "Country Store Property") located near the Association property, pursuant to the terms and conditions of that certain Water and Sewer Service Agreement dated April 14, 1987, and recorded April 20, 1987,

In O.R. Book 916, Page 172, as assigned and assumed by the Association by that certain Assignment of Water and Sewer Service Agreement dated December 15, 1994, recorded in O.R. Book 1315, Page 1780, all in the Public Records of Charlotte County, Florida, copies of which are enclosed for your information. The Association receives \$75.00 per month for this service. There is no other way for the Country Store Property to receive this service, as there are no municipal water and sewer lines near that property.

As we discussed, it is impossible for the owner of the Country Store Property to become a member of the Association. Chapter 719, Florida Statutes, sets out the requirements, definitions, and regulations pertaining to cooperative associations. Burnt Store Colony RO Association, Inc., is a not-for-profit corporation composed solely of shareholders ("Members") who have purchased a proportionate share in the corporation, and is a residential cooperative as defined in §719.013. Neither the Association, nor its Members, have any ownership interest in the Country Store Property, and the owner of the Country Store Property has no ownership interest in the Association property. To meet the PSC requirement of the Association only serving its own members, it would have to acquire the Country Store Property, and the owner of the Country Store Property would have to purchase a membership in the Association.

- (b) Also enclosed for your further information are copies of the Utilities Easement granted by First Florida Limited Partnership ("First Florida"), the prior owner, to Burnt Store granting an easement over First Florida's property to the Country Store Property.
- (c) Also enclosed is a copy of the Grant of Easement by First Florida to Burnt Store dated December 15, 1994, and recorded in O.R. Book 1315, Page 1790. As you will note from Paragraph C of the Background Facts on Page 1, this easement is merely being granted because the set-back line established by the Charlotte County Zoning and Land Use Code is twenty-five (25) feet from the property line. There are mobile homes on the Burnt Store Property which encroach over that set-back line, but not over the property line. The easement is just an "OK" by the adjacent property owner that they don't mind

if the mobile homes are a little closer to the property line than twenty-five (25) feet.

2. Exhibit B - Permitted Exceptions. I am assuming this is the Exhibit "B" to the Warranty Deed, and the following answers are to that effect. The Permitted Exceptions which are attached to the Deed are taken from the title insurance commitment prepared in connection with the sale/purchase of the property.
 - (a) Exception No. 9, matters shown on a survey. If there are not severe encroachments or other title defects reflected in a survey, but there are matters, such as the encroachment by mobile homes into the set-back line, as noted above, fences encroaching over the property line, etc, the title company will simply put a notation such as the one set forth in Item No. 9. A copy of a survey of the property is enclosed for your review. The date is a later date than the one noted on the exception, but the exceptions remain the same.
 - (b) Exception No. 10, "... or any other water rights whatsoever." The title company inserted this phrase to indicate that they will not insure the property owner for any rights claimed by any governmental agency in regard to the waterway.
3. Prospectus.
 - (a) Page 6, Item 1 (b). The cooperative Association owns all of the property. As noted above, the Association is a not-for-profit corporation composed entirely of members who are unit owners; that is, they have purchased a share in the Association evidenced by a membership certificate. This membership certificate is appurtenant to, and inseparable from, a 99 year lease on the lot upon which their mobile home is located. Nonmembers are those tenants (renters) of the mobile home park who have not purchased a membership in the Association, but pay a monthly rental fee to the Association for the lot upon which their mobile home is located, which lot is owned by the Association.

(b) There are a total of 236 lots in this mobile home park, and a total of 236 authorized membership certificates. Not all certificates have been sold. As explained above, the unsold certificates represent lots which are presently rented. As renters move out, or if a renter wishes to buy in to the Association, the certificate is sold and the appurtenant 99 year lease executed. Until such time as that occurs, the lot, which is owned by the Association, is rented.

(c) To further answer your questions concerning nonmembers:

(i) If a person owns the lot and the renter is renting the space/lot, who is the customer?

The Association owns all of the lots. Each Member of the Association has a 99 year lease which is taxable to that Member as real estate. Nonmember tenants are simply renters who pay rent to the Association for the use of the lot upon which their mobile home is located. Both Members and nonmember tenants are served by the water and wastewater facility.

(ii) What is the tenant paying? Do they pay a lump-sum rental amount? Do they pay for water and wastewater service?

Each tenant (renter) pays a monthly rental fee to the Association, which amount includes, among other things, their water and sewer service.

Each Member of the Association pays a monthly "co-op fee" which amount includes, among other things, their water and sewer service.

(iii) How does Burnt Store charge for water and wastewater service. Are these charges a part of the Association Dues/Annual Membership Fees, or is it a separate fee?

As noted in (ii), above, the charges for water and wastewater service are included in monthly payments made by both tenants

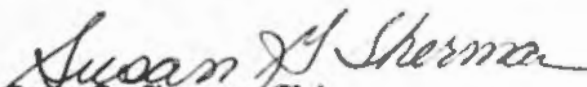
Ms. Massey-Azpell
February 6, 1995
Page 5

and Members, and in neither case is there a separate charge for this service.

- (iv) My previous correspondence mentioned that the Bylaws were being amended to conform to the requirements of the Florida Department of Business and Professional Regulation. A copy of this amendment, which has now been recorded with the Clerk of the Circuit Court for Charlotte County, Florida, is enclosed for your review.

Please contact either Joseph W. Gaynor or me if you have additional questions or requests.

Very truly yours,


Susan G. Sherman, CLA
Paralegal to Joseph W. Gaynor

SGS/sd

Encl.

cc: Joseph W. Gaynor, Esq.
Mr. Calvin W. Lustig
Mr. Peter Giovinco

O.K.

This instrument prepared
J. Edward Weber
HEREFORD & WEBER, Chartered
Suite 1233 Midtown Plaza Office Center
Sarasota, Florida 33579

WATER AND SEWER SERVICE AGREEMENT

April 14, 1987

FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan Limited Partnership ("First Florida") and ROBERT E. LATSHAW and BERNICE D. LATSHAW, husband and wife ("Latshaws"), hereby agree as follows:

RECITALS

1. First Florida is the owner and operator of a mobile home park known as Burnt Store Colony located on Burnt Store Road in Charlotte County, Florida.
2. Latshaws are purchasing from First Florida and First Florida is selling to Latshaws a tract of land at the intersection of Burnt Store Road and Zessl Grade Road more particularly described in Exhibit A to this agreement including thereon a building known and operated by Latshaws as the Country Store, hereinafter called, the "Property".
3. Both parties wish to provide for the sale to Latshaws and their successors in interest of water and sewerage service.
4. First Florida owns and operates a water purification plant and a sewage treatment plant, both of which are located within the Burnt Store Colony park boundaries, and which serve homes within Burnt Store Colony.
5. First Florida has been supplying water and sewerage service to the Country Store at a monthly cost of \$80.00.
6. The building containing the Country Store, being purchased by Latshaws from First Florida also contains a business belonging to Richard E. Carvill and Doris A. Carvill known and operated as "The Hairtique."
7. First Florida presently supplies water and sewerage service to Richard E. Carvill and Doris A. Carvill for their operation of The Hairtique and charges them \$25.00 monthly for the same.
8. The parties wish to provide for the ownership between themselves of the water and sewerage distribution and collection systems.

NOW, THEREFORE, in consideration of foregoing facts and of the purchase and sale of the Property and of the benefits to accrue to each party from this agreement, First Florida and Latshaws agree as follows:

9. The deed conveying the Property to Latshaws from First Florida shall be deemed to convey to Latshaws all water and sewer service lines which serve exclusively the improvements on the Property but only to the extent that they lie within the boundaries of the Property.
10. To the extent that the service lines lie outside of the boundaries of the Property, even though said service lines serve the improvements on the Property, exclusive ownership is retained by First Florida.

FILE 87-824764

OR 916 96 172

RECORDED - Book 1, Page 100
BY PATTI MITCHELL, D.C.

87 APR 20 P 3:36
RECORDED IN 0-111111-6

11. No main or line, water or sewer, which provides service to any land or improvement other than the Property shall become the property of Latsaws by virtue of the deeds and ownership thereof is specifically retained by First Florida, even though such mains or lines are located within the boundaries of the Property.

12. First Florida will provide water and sewerage service to the Property at a rate of \$76.00 per month for all improvements and uses on the Property which exist on the date of Latsaws' acquisition of the Property from First Florida. If additional improvements are added to the Property or additional water or sewerage requirements are incurred by Latsaws or their successors in interest respecting the Property, then the cost for such additional water and sewerage service will be agreed upon by the provider and the user of the same before they are provided. Latsaw will have the right and the obligation to collect from any tenant in or on the Property an appropriate water and sewerage charge; and First Florida will not bill such service directly to the tenant or collect any charge for such service directly from the tenant.

13. If First Florida or its successor in interest installs water meters for homes in Burnt Store Colony and charges the homeowners for water and sewerage service, either separately or by line item within a periodic rent or maintenance charge, then in such event First Florida or its successor in interest will install a water meter for water furnished to the Property and thereafter Latsaws or their successors in interest will pay for water and sewerage service at the same rates charged to homeowners at Burnt Store Colony.

14. First Florida has the right, but not the obligation, to install a water meter for water furnished to the Property, even though water meters have not been installed for individual homes within Burnt Store Colony. In that event, water and sewerage service will be provided to the Property and paid for by Latsaws based upon rates identical to the rates charged from time to time by the franchised water and sewerage provider which is geographically closest to the Property.

15. The water meter serving the Property, when and if installed, will be installed as nearly as practical on the boundary line of the Property. Following installation, Latsaws' ownership of the water service lines will begin at the water meter and continue to the building or other termination point.

16. Each party is hereby given and accepts full and exclusive authority and responsibility for maintaining, repairing, and replacing as necessary that portion of the water and sewerage distribution system which it owns.

17. First Florida retains, and Latsaws hereby grant unto First Florida, an easement upon the Property for the installation, repair, replacement, and maintenance of that portion of the water and sewerage distribution system which is owned by First Florida. The easement is twenty-five feet wide, and its centerline is the centerline of all mains, laterals and service lines contained within or upon the Property which are owned by First Florida.


18. Following any installation, repair, replacement, and maintenance of the water and sewerage distribution systems, First Florida shall be required only to return the ground to a level grade and not to replace or repair any sod, plantings or paving.


OR 916 PG 175

19. Both parties agree that this agreement may be modified for the sake of clarity and precision should any such modification be reasonably deemed necessary after plans and drawings of the water and sewerage distribution systems become available to the parties.

20. This Agreement will bind and benefit the assigns, successors in interest, heirs, devisees, and personal representatives of the parties hereto and will be an Agreement running with the land described herein as the Property.


Signed, Sealed and Delivered in the presence of:



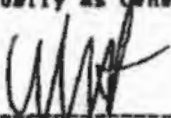
Patricia M. York


Geraldine Johnston

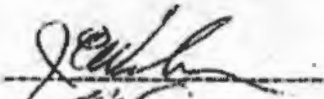
FIRST FLORIDA LIMITED PARTNERSHIP

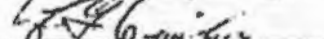
By: 

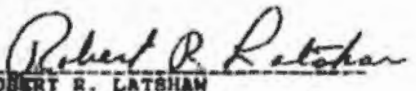
Donald G. Calcaterra
Individually as General Partner

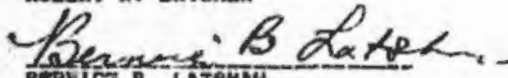
By: 

Donald G. Calcaterra, as
President and on behalf of
First Equity Realty Corp.,
a Michigan Corporation which
is a general partner of First
Florida Limited Partnership







ROBERT R. LATSHAW


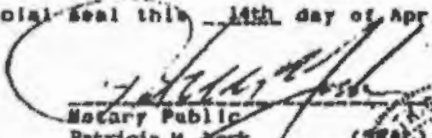
BERNICE B. LATSHAW

STATE OF MICHIGAN
COUNTY OF WAYNE

Before me personally appeared DONALD G. CALCATERRA, individually as General Partner of First Florida Limited Partnership, a Michigan Limited Partnership, to me well known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to and before me that he executed such instrument as such officer of said corporation.

WITNESS my hand and official seal this 14th day of April, 1987.

My Commission Expires: 9/7/88



Notary Public
Patricia M. York



CR 916 06 174

STATE OF MICHIGAN
COUNTY OF WAYNE

Before me personally appeared DONALD G. CALCATERRA, as President of First Equity Realty Corporation, a Michigan Corporation, and corporate General Partner of First Florida Limited Partnership, a Michigan Limited Partnership, and he acknowledged to and before me that he executed such instrument as such officer of said corporation.

WITNESS my hand and official seal this 16th day of April, 1987.

My Commission Expires: 9/7/88

Patricia M. York
Notary Public
Patricia M. York



STATE OF FLORIDA
COUNTY OF CHARLOTTE

BEFORE ME personally appeared Robert R. Latshaw and Bernice B. Latshaw, Husband and Wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

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

My Commission Expires:

Angela Sue Garcia
Notary Public



OR 516 96 175

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPIRES SEP 15, 1988
BINDER FROM GEORGE W. HALL, INC.

From the Southeast corner of the SW 1/4 of Section 20, Township 42 South, Range 23 East, Run S 88°46'59" W, along the South Line of said SW 1/4, 2058 feet to a pipe set at the point of beginning. Thence from the point of beginning so fixed, continue S 88°46'59" W, along said South Line, 348.75 feet to a concrete monument found on the Easterly right of way line of Burnt Store Road (Co. Rd. No. 765); said monument also lying on a curve concave to the Southeast with a radius of 1093.92 feet; said monument bears N 58°05'20" W from the center thereof; thence Northeasterly along the arc of said curve through a central angle of 13°20'18", a distance of 254.65 feet to a "PK" nail found at the P.C. of said curve; thence N 45°14'49" E, 100 feet to a pipe set; thence leaving said right of way line, S 44°45'11" E, 165 feet to a pipe set; thence S 01°13'01" E, 144.48 feet to the point of beginning. Lying in Section 20, Township 42 South, Range 23 East, Charlotte County, Florida.

OR 916 PG 176

EXHIBIT "A"

File Number: 267008 OR BOOK 1315 PAGE 1780
Recorded: 12/17/93 03:38 P.M.

RECORD VERIFIED: JANA B. BRADSHAW, D.C.
15. W
15. W

18

For Official Use Only



RECORD VERIFIED - BARBARA T. SCOTT, CLERK
BY CAROLYN ATWELL, D.C.

ASSIGNMENT OF WATER AND SEWER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership authorized to do business in the State of Florida, hereinafter, (hereinafter referred to as the "Assignor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as "Assignee"), the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set-over unto Assignee, its successors and assigns forever, all of Assignor's right, title, interest, obligations, benefits and burdens, created under that certain Water and Sewer Service Agreement executed by and between Assignor, and ROBERT B. LATSHAW and BERNICE D. LATSHAW, husband and wife, dated April 14, 1987, and recorded on April 20, 1987, in O.R. Book 916, Page 172, Public Records of Charlotte County, Florida (the "Agreement").

A portion of the consideration of this Assignment is that Assignee hereby assumes and agrees to perform all of the obligations to be performed by Assignor under the aforesaid Agreement from and after the date hereof, and Assignee hereby agrees to indemnify Assignor with respect to, and hold Assignor harmless from and against, all loss, cost, liability and expense suffered or incurred by Assignor by reason of a default on the part of Assignee of the obligations assumed hereunder.

Further, Assignor hereby agrees to indemnify Assignee with respect to, and hold Assignee harmless from and against, all loss, cost, liability and expense suffered or incurred by Assignor by reason of any defaults which may have occurred prior to the date hereof or may exist as of the date hereof.

This Instrument Prepared By & Return To:
JOSEPH W. GAYNOR, ESQ.
Robbins, Gaynor & Bronstein, P.A.
Post Office Box 14034
St. Petersburg, FL 33733



TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF the parties have set their hands and seals this 15 day of December, 1993.

WITNESSES:

FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership authorized to do business in the State of Florida


[Signature]
Print Name: Joseph W. [unclear]
[Signature]
Print Name: SUSAN G. SHERMAN

By: *[Signature]*
DONALD G. CALCATERRA, SR.
Managing General Partner

"ASSIGNOR"

WITNESSES:

BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Print Name: JOHN J. [unclear]
[Signature]
Print Name: WILLIAM I. VAUGHAN


By: *[Signature]*
WILLIAM G. HIGGINS, President

"ASSIGNEE"

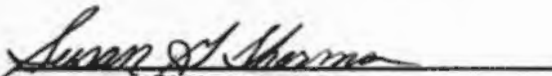
STATE OF FLORIDA
COUNTY OF PINELLAS

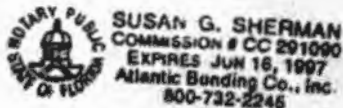
I hereby certify that on this 15 day of December, 1993, before me personally appeared DONALD G. CALCATERRA, SR., as Managing General Partner of FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing Assignment of Water and Sewer Service Agreement, and he acknowledged the execution thereof to be his free act and deed as such Managing General

Partner on behalf of said partnership, for the use and purposes therein mentioned, and the said instrument is the act and deed of said partnership. He is personally known to me or has produced Michigan DL # C-423-149-275-851 as identification.

WITNESS my signature and official seal at St. Petersburg, in the County of Pinellas and State of Florida, the day and year last aforesaid.

My Commission Expires:


Print Name: SUSAN G. SHERMAN
NOTARY PUBLIC

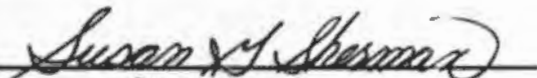


STATE OF FLORIDA
COUNTY OF PINELLAS

I hereby certify that on this 15 day of December, 1993, before me personally appeared WILLIAM G. HIGGINS, as President of BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation, to me known to be the person described in and who executed the foregoing Assignment of Water and Sewer Service Agreement, and he acknowledged the execution thereof to be his free act and deed as such officer on behalf of said corporation, for the use and purposes therein mentioned, and the said instrument is the act and deed of said corporation. He is personally known to me or has produced _____ as identification.

WITNESS my signature and official seal at St. Petersburg, in the County of Charlotte and the State of Florida, the day and year last aforesaid.

My Commission Expires:


Print Name: SUSAN G. SHERMAN
NOTARY PUBLIC



BARBARA T. SCOTT, Clerk of the Circuit Court - Charlotte County
File Number: 267009 OR BOOK 1315 PAGE 1783
Recorded: 12/17/93 03:38 P.M.

recording # 23.00
Document Tax Pd \$
Record Verified: JAMES TRUBBINGTON, D.C.

33.00
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2570

For Official Use Only

19

RECORD VERIFIED - BARBARA T. SCOTT, CLERK
BY CAROLYN ATWELL D.C.



UTILITIES EASEMENT

THIS AGREEMENT, made and entered into as of the 11 day of December, 1993, by and between **FIRST FLORIDA LIMITED PARTNERSHIP**, a Michigan limited partnership, authorized to do business in the State of Florida ("Grantor"), having its principal place of business at 13205 E. Fourteen Mile Road, Sterling Heights, Michigan, 48312, and **BURNT STORE COLONY RO ASSOCIATION, INC.**, a Florida not-for-profit corporation, ("Grantee"), having its principal place of business at 15550 Burnt Store Road, Punta Gorda, Florida, 33955.

RECITALS

(A) Grantor is the owner of certain parcels of real estate in Charlotte County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (collectively, "Parcel C1 and Parcel C2").

(B) Grantee has purchased from the Grantor an abutting tract of real estate in Charlotte County, Florida, as more particularly described in Exhibit "B" attached hereto and made a part hereof ("Parcel A").

(C) Grantor entered into a Water and Sewer Service Agreement dated April 14, 1987 (the "Water and Sewer Service Agreement") with ROBERT B. LATSHAW and BERNICE D. LATSHAW, husband and wife, d/b/a THE COUNTRY STORE (the "Country Store"), recorded in O.R. Book 916, at Page 172, Public Records of Charlotte County, Florida.

(D) Grantee has agreed to assume the obligations of Grantor with respect to supplying water and sewage service to the Country Store in accordance with the terms and conditions of the Water and Sewer Service Agreement.

(E) Grantee has purchased from Grantor the Water Purification Plant and Storage Treatment Plant, both of which are located on Parcel A.

This instrument prepared by: (and return to)
JOSEPH W. GAYNOR, Esq.
Robbins, Gaynor & Bronstein, P.A.
Post Office BOX 14034
St. Petersburg, FL. 33733

(F) The parties desire to provide for the ownership between themselves of the water and sewer distribution and collection systems, and easements pertaining thereto.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, it is agreed by and between the parties as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Grant of Easement. Grantor does grant under Grantee, its successors and assigns, a Non-Exclusive Easement over, under and across Parcel C2; said Easement to be used for ingress, egress, and installation, repair, replacement, and maintenance of utilities by the Grantee, its heirs, successors and assigns. Grantor hereby reserves unto itself, its successors and assigns, the right to relocate the Easement, which right of relocation is conditioned upon the removal and relocation of existing water and sewer distribution and collection systems, including without limitations, pipes, pumps, fittings, valves, lift stations, and all other facilities located above and below the ground, at Grantor's expense, and said relocation shall be done at reasonable times and places, so as to cause minimal interruption of services to the residents of BURNT STORE COLONY MOBILE HOME PARK and THE COUNTRY STORE. Grantor shall provide Grantee with written notice at least thirty (30) days in advance of the exact time the water and sewer services will be suspended. Once water and sewer services have been suspended, Grantor, its agents, employees and contractors must work with due diligence, uninterrupted, so as to complete the relocation process with minimal interruption for the users of said services. This Easement for the installation, repair, replacement, and maintenance of that portion of the water and sewage distribution system which is located on Parcel C2 is twenty-five (25) feet wide and its center line is the center line of all mains, laterals, and service lines contained within or upon Parcel C2.

3. Indemnification. Each Grantor and Grantee, having rights with respect to the Easements granted hereunder, shall indemnify and hold harmless the owner whose parcel is subject to the Easements from and against all claims, liabilities, and expenses (including reasonable attorney's fees) relating to accidents, injuries, loss or damage of or to any person or property arising from or in any manner relating to the use by the indemnifying owner of any Easement granted hereunder, except as may result from the negligence or intentional misconduct of the owner whose parcel is subject to the Easement.

4. Miscellaneous.

(a) Notices. Any notice to be given by any party hereunder shall be given in writing and delivered in person, or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated in the introductory paragraph of this Easement. Any such notice shall be deemed effective on the date of actual receipt or refusal to accept such notice.

UK BOOK 1-3 1-D PAGE 1 / 0 *

(b) Covenants to Run with Land. It is intended that the Easement, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, mortgagees, heirs, and personal representatives in perpetuity.

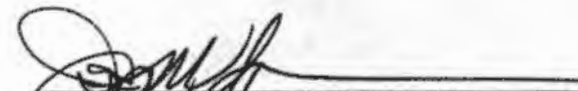
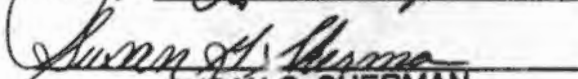
(c) Entire Agreement. This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby, including, but not limited to the Easement Agreement.

(d) Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Easement.

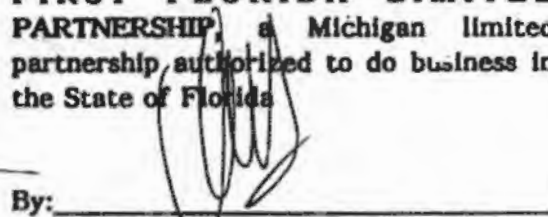
(e) Counterpart Signatures. This Easement may be executed in counterparts, each of which counterpart shall be deemed an original and consolidated as one agreement.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

WITNESSES:


Print Name: Susan G. Sherman

Print Name: SUSAN G. SHERMAN

FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership authorized to do business in the State of Florida

By: 
DONALD G. CALCATERRA, SR.
Managing General Partner
13205 E. Fourteen Mile Road
Sterling Heights, Michigan 48312

"Grantor"

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to and acknowledged before me on this 15 day December, 1993, by DONALD G. CALCATERRA, SR., as Managing General Partner of FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership authorized

1785
PAGE 1-315
OR BOOK

to do business in the State of Florida, on behalf of said partnership. He is personally known to me or has produced Michigan DL # C 823-149-775-851 as identification.

My Commission Expires:

Susan G. Sherman
Print Name: SUSAN G. SHERMAN
NOTARY PUBLIC



SUSAN G. SHERMAN
COMMISSION # CC 291090
EXPIRES JUN 16, 1997
Atlantic Bonding Co., Inc.
800-732-2246

WITNESSES:

BURNT STORE COLONY RO
ASSOCIATION, INC., a Florida not-for-
profit corporation

William F. Vaughan
Print Name: WILLIAM F. VAUGHAN

John J. Stepanik
Print Name: JOHN J. STEPANIK

By: William G. Higgins
WILLIAM G. HIGGINS, President
15550 Burnt Store Road
Punta Gorda, FL 33955

"Grantee"

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to and acknowledged before me on this 15 day of December, 1993, by WILLIAM G. HIGGINS, as President of BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit Corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires:

Susan G. Sherman
Print Name: SUSAN G. SHERMAN
NOTARY PUBLIC



SUSAN G. SHERMAN
COMMISSION # CC 291090
EXPIRES JUN 16, 1997
Atlantic Bonding Co., Inc.
800-732-2246

BOOK 1310 PAGE 1/80

EXHIBIT "A"

LEGAL DESCRIPTION: OPTION PARCEL C 1

A PARCEL OF LAND LOCATED IN THAT PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING SOUTHERLY OF THE DRAINAGE RIGHT OF WAY AND THAT LIES EASTERLY OF THE RIGHT OF WAY LINE OF BURNT STORE ROAD, AS PRESENTLY LOCATED; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 88°46'59" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1839.18 FEET; THENCE RUN NORTH 01°13'01" WEST, FOR A DISTANCE OF 179.69 FEET; THENCE RUN NORTH 44°45'11" WEST FOR A DISTANCE OF 303.01 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD NO. 765 (BURNT STORE ROAD) THENCE RUN NORTH 45°14'49" EAST ALONG THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD NO. 765 FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 44°45'11" EAST FOR A DISTANCE OF 210.00 FEET; THENCE RUN NORTH 45°14'49" EAST FOR A DISTANCE OF 515.69 FEET; THENCE RUN NORTH 44°45'11" WEST, FOR A DISTANCE OF 210.00 FEET BEING THE RIGHT OF WAY OF SAID COUNTY ROAD NO. 765; THENCE RUN SOUTH 45°14'49" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 515.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LEGAL DESCRIPTION: OPTION PARCEL C 2

A PARCEL OF LAND LOCATED IN THAT PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING SOUTHERLY OF THE DRAINAGE RIGHT OF WAY AND THAT LIES EASTERLY OF THE RIGHT OF WAY LINE OF BURNT STORE ROAD, AS PRESENTLY LOCATED; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 88°46'59" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1839.18 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01°13'01" WEST, FOR A DISTANCE OF 179.69 FEET; THENCE RUN NORTH 44°45'11" WEST FOR A DISTANCE OF 303.01 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD NO. 765 (BURNT STORE ROAD) THENCE RUN SOUTH 45°14'49" WEST ALONG THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD NO. 765 FOR A DISTANCE OF 196.89 FEET; THENCE RUN SOUTH 44°45'11" EAST FOR A DISTANCE OF 165.00 FEET; THENCE RUN SOUTH 01°13'01" EAST FOR A DISTANCE OF 144.48 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN NORTH 88°46'59" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 FOR A DISTANCE OF 237.82 FEET TO THE POINT OF BEGINNING.

OR BOOK 1315 PAGE 1787

EXHIBIT "B"
LEGAL DESCRIPTION

LEGAL DESCRIPTION: PARCEL A

A PARCEL OF LAND LOCATED IN THAT PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING SOUTHERLY OF THE DRAINAGE RIGHT OF WAY AND THAT LIES EASTERLY OF THE RIGHT OF WAY LINE OF BURNT STORE ROAD, AS PRESENTLY LOCATED; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH $88^{\circ}46'59''$ WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1839.18 FEET; THENCE RUN NORTH $01^{\circ}13'01''$ WEST, FOR A DISTANCE OF 179.69 FEET; THENCE RUN NORTH $44^{\circ}45'11''$ WEST FOR A DISTANCE OF 303.01 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD NO. 765 (BURNT STORE ROAD) THENCE RUN NORTH $45^{\circ}14'49''$ EAST ALONG THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD NO. 765 FOR A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH $44^{\circ}45'11''$ EAST FOR A DISTANCE OF 210.00 FEET; THENCE RUN NORTH $45^{\circ}14'49''$ EAST FOR A DISTANCE OF 515.69 FEET; THENCE RUN NORTH $44^{\circ}45'11''$ WEST, FOR A DISTANCE OF 210.00 FEET BEING THE RIGHT OF WAY OF SAID COUNTY ROAD NO. 765; THENCE RUN NORTH $45^{\circ}14'49''$ EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 120.43 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY RIGHT OF WAY LINE OF "CLARK CANAL"; THENCE RUN SOUTH $43^{\circ}07'01''$ EAST, FOR A DISTANCE OF 39.74 FEET; THENCE RUN NORTH $76^{\circ}17'48''$ EAST, FOR A DISTANCE OF 992.01 FEET; THENCE RUN SOUTH $83^{\circ}11'05''$ EAST, FOR A DISTANCE OF 531.10 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH $01^{\circ}07'19''$ WEST, FOR A DISTANCE OF 1052.78 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE POINT OF BEGINNING.

JOINDER AND CONSENT OF MORTGAGEE

NATIONAL CONSUMER COOPERATIVE BANK, a banking instrumentality chartered by the Congress of the United States of America, its successors and/or assigns ("NCB"), is the owner and holder of a certain First Mortgage and a certain Second Mortgage made by BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation (the "Mortgagor"), dated December 15, 1993, and recorded on December 17, 1993, in the Public Records of Charlotte County, Florida, in O.R. Book 1315, Page 1558 (the "Mortgages") encumbering real property described in Exhibit "B" of the Utilities Easement (the "Easement") to which this Joinder and Consent is attached, does hereby certify that it has reviewed the Easement, and by causing these premises to be duly and properly executed on its behalf and on behalf of its successors and assigns (i) does evidence and confirm its consent to the terms thereof, and (ii) that any sale at foreclosure or any transfer (whether by foreclosure or otherwise), of the mortgaged premises or any part thereof shall be subject to the Easement and shall not disturb or terminate any of the rights and obligations created under the Easement so long as no event of default exists under the Easement; it being the intention to recognize the Easement to the same extent as if the Easement had been executed, delivered and recorded prior to the Mortgages. This Joinder and Consent shall be binding upon NCB, its successors and assigns, and shall inure to the benefit of the parties to the Easement, their successors and assigns.

*1315 Page 1624

WITNESSES:

NATIONAL CONSUMER COOPERATIVE BANK, a banking instrumentality chartered by the Congress of the United States of America, its successors and/or assigns


Susan G. Sherman
Print Name: SUSAN G. SHERMAN
Susan K. Morrison
Print Name: Susan K. Morrison

By: James E. Glantz
Print Name: JAMES E. GLANTZ
Title: Assistant Vice President
1401 Eye Street, N.W., Suite 700
Washington, DC 20005

STATE OF Florida
COUNTY OF Duval

The foregoing Joinder and Consent of Mortgagee was sworn to and acknowledged before me on this 15 day of December, 1993, by James E. Glantz, as Vice President of NATIONAL CONSUMER COOPERATIVE BANK, a banking instrumentality chartered by the Congress of the United States of America, its successors and/or assigns. He is personally known to me or has produced as identification.

My Commission Expires:

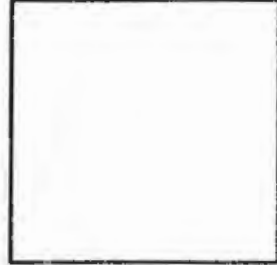
 SUSAN G. SHERMAN
COMMISSION # CC 291090
EXPIRES JUN 18, 1997
Atlantic Bonding Co., Inc.
800-732-2246

Susan G. Sherman
Print Name: SUSAN G. SHERMAN
NOTARY PUBLIC

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REC-2850
Ds 70
T 27.20
ST. PETERSBURG, FLORIDA

For Official Use Only



RECORD VERIFIED - BARBARA T. SCOTT, CLERK
BY CAROLYN ATWELL, D.C.

GRANT OF EASEMENT

Recording \$ 40.00
Document Tax Pd \$
Record Verified: JANA S

THIS EASEMENT from FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership (hereinafter referred to as "Grantor"), to BURNT STORE COLONY RO ASSOCIATION, INC., a Florida corporation, whose address is 15550 Burnt Store Road, Punta Gorda, Florida, 33955 (hereinafter referred to as "Grantee").

BACKGROUND FACTS:

A. Grantee has acquired the real property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A") from Grantor, which abuts a portion of Parcel "B".

B. Grantor owns the real property described in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel B").

C. Grantee has requested that Grantor grant to Grantee an easement over and across the easement area described in Exhibit "C" attached hereto and incorporated herein by reference owned by Grantor and being part of Parcel "B" (hereinafter referred to as the "Subservient Estate"), for the purpose of providing an expanded setback area for Parcel "A" and permitting the encroachments of said mobile homes and improvements thereto existing on the exterior boundary setback because there are mobile homes and improvements thereto which encroach upon the twenty-five (25) foot exterior boundary setback of Parcel "A" required by Charlotte County, Florida, Zoning and Land Use Code.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, Grantor agrees as follows:

This Instrument Prepared By (& Return to):
JOSEPH W. GAYNOR, ESQ.
Robbins, Gaynor & Bronstein, P.A.
Post Office. Box 14034
St. Petersburg, Florida 33733



Barbara T. Scott, Clerk of the Circuit Court - Charlotte County
File Number: 267010 OR BOOK 1315 PAGE 1790
Recorded: 12/17/93 03:38 P.M.

1. **RECITALS.** The recitals set forth in the Background Facts are true and correct and are incorporated herein by reference.

2. **CONVEYANCE.** Grantor does hereby grant unto Grantee, and its successors and assigns, forever, a perpetual and nonexclusive easement over and across the Subservient Estate for the following purpose:

To permit the encroachments of certain mobile homes and improvements thereto which were partially installed within the exterior boundary setback of Parcel "A". Grantor, for itself, successors and assigns, waives any right to require any owner or grantees, successors or assigns of any mobile home located on Parcel "A" to relocate any mobile home or any improvements installed within the setback area of Parcel "A", or to otherwise raise any objection to the location of any mobile home or improvements within the setback area on Parcel "A".

3. **RESERVATION OF RIGHTS.** Grantor and Grantor's successors and assigns shall have the right to use the Subservient Estate for any lawful purpose, so long as their use of the Subservient Estate does not interfere with the rights granted hereunder. Grantor reserves the right to grant easements to third parties to use the Subservient Estate for any lawful purpose, so long as such easements do not interfere with the rights granted hereunder.

IN WITNESS WHEREOF, Grantor has set its hand and seal hereto this 15 day of December, 1993.

WITNESSES:

Print Name: Joseph W. ...

Print Name: SUSAN G. SHERMAN

FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership

By: _____
DONALD G. CALCATERRA, SR.
Title: MANAGING GENERAL PARTNER
13205 E. Fourteen Mile Road
Sterling Heights, Michigan 48312

"Grantor"

PAGE 1791
OR BOOK 1315

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned officer, personally appeared DONALD G. CALCATERRA, SR., as Managing General Partner of FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership, whose name is subscribed to the within instrument, and acknowledged that the same was executed for the purposes therein contained on behalf of said partnership. He is personally known to me or has produced Mich. DL# C-423-149-275-851 as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this 15 day of December, 1993.

Susan G. Sherman
Name: SUSAN G. SHERMAN
NOTARY PUBLIC

My commission expires:



SUSAN G. SHERMAN
COMMISSION # CC 291090
EXPIRES JUN 16, 1997
Atlantic Bonding Co., Inc.
800-732-2245

[Signature]

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION: PARCEL A

A PARCEL OF LAND LOCATED IN THAT PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING SOUTHERLY OF THE DRAINAGE RIGHT OF WAY AND THAT LIES EASTERLY OF THE RIGHT OF WAY LINE OF BURNT STORE ROAD, AS PRESENTLY LOCATED; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 88°46'59" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1839.18 FEET; THENCE RUN NORTH 01°13'01" WEST, FOR A DISTANCE OF 179.69 FEET; THENCE RUN NORTH 44°45'11" WEST FOR A DISTANCE OF 303.01 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD NO. 765 (BURNT STORE ROAD) THENCE RUN NORTH 45°14'49" EAST ALONG THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD NO. 765 FOR A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 44°45'11" EAST FOR A DISTANCE OF 210.00 FEET; THENCE RUN NORTH 45°14'49" EAST FOR A DISTANCE OF 515.69 FEET; THENCE RUN NORTH 44°45'11" WEST, FOR A DISTANCE OF 210.00 FEET BEING THE RIGHT OF WAY OF SAID COUNTY ROAD NO. 765; THENCE RUN NORTH 45°14'49" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 120.43 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY RIGHT OF WAY LINE OF "CLARK CANAL"; THENCE RUN SOUTH 43°07'01" EAST, FOR A DISTANCE OF 39.74 FEET; THENCE RUN NORTH 76°17'48" EAST, FOR A DISTANCE OF 992.01 FEET; THENCE RUN SOUTH 83°11'05" EAST, FOR A DISTANCE OF 531.10 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 01°07'19" WEST, FOR A DISTANCE OF 1052.78 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE POINT OF BEGINNING.



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EXHIBIT "B"

The NW 1/4 of the SE 1/4 of Section 20, Township 42 South, Range 23 East,
Charlotte County, Florida (39.61 acres).

VR DUNA 1-3-10 PAGE 1 / 3



EXHIBIT "C"

That portion of Parcel "B" which abuts Parcel "A" which is described as that portion of Parcel "B" which is fifteen (15) feet north of the northerly boundary of Parcel "A" and fifteen (15) feet east of the easterly boundary of Parcel "A" located in Section 20, Township 42 South, Range 23 East, Charlotte County, Florida.

A handwritten signature in black ink, consisting of several vertical strokes and a horizontal line at the bottom, positioned in the lower right quadrant of the page.

UK BWA 1-3-15 PAGE 1 / 15

Rec: 40.50

For Official Use Only

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Recording \$ 10.50
Record Verified: CAROLINE HUMPHRIES, D.C.

File: 337036 OR BOOK/PAGE: 1384/1741
Recorded: 01/26/95 05:09 P.M.
Barbara T. Scott, Clerk of the Circuit Court - Charlotte County

IMAGED
CH

Gaynor Decker Young
Malchon Dickson
Schumaker-Bernstein
PO Box 14034
St Petersburg FL
33733-4034

**CERTIFICATE OF AMENDMENT TO BYLAWS
OF
BURNT STORE COLONY RO ASSOCIATION, INC.
a Florida not-for-profit corporation**

The undersigned corporation, in accordance with the Articles of Incorporation and its Bylaws, has adopted the following Amendments to its Bylaws:

1. "All references to the Department of Business Regulation, including but not limited to those references contained in Article 4.3, 4.6(a), 5.3, 6.1(d), 6.2, 7.8 and 9.6, are amended to refer instead to the Department of Business and Professional Regulation."
2. Article 9.7 is hereby amended to read as follows:

Commingling of Funds. All funds shall be maintained separately in the name of the Corporation. All reserve and operating funds of the Corporation may be commingled for investment purposes in a single fund or divided into more than one fund, as determined by the Directors, however, separate ledgers shall be maintained for reserve and operating funds.

These Amendments have been adopted by a majority of the holders of the Membership Certificates of the Corporation, pursuant to a meeting as of JAN. 16, 1995, ~~1994~~, which vote is sufficient to approve the adoption of these Amendment.

This Instrument Prepared By and Return to:
DAVID S. BERNSTEIN, ESQ.
Robbins, Gaynor & Bronstein, P.A.
Post Office Box 14034
St. Petersburg, FL 33733

RECORD VERIFIED - BARBARA T. SCOTT, CLERK
BY CAROLINE HUMPHRIES D.C.



IN WITNESS WHEREOF, the undersigned have executed and signed this "Certificate of Amendment to Bylaws" on behalf of the corporation this 16th day of JAN, 1994. 1995

WITNESSES:

BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation

Lola D. Tuttle
Print Name: LOLA D. TUTTLE

D.C. Barton
Print Name: DONALD C. BARTON

By: Calvin W. Lustig
CALVIN W. LUSTIG, President
15550 Burnt Store Road
Punta Gorda, FL 33955

ATTESTED TO:

By: John Stefaniuk
JOHN STEFANIUK, Secretary

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this 16th day of JAN, 1995, 1994, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CALVIN W. LUSTIG as President of BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me to be the person described in and who executed the foregoing instrument, or he produced _____ as identification, and severally acknowledged the execution thereof to be his free act and deed and for the uses and purposes therein stated.

WITNESS my hand and official seal at the State and County aforesaid, the day and year last aforesaid.

My Commission Expires:

Janet L. Kocur
Print Name: JANET L. KOCUR
NOTARY PUBLIC



JANET L. KOCUR
My Commission Expires
Expires Jun. 01, 1995
Bonded by ANS
800-852-5877

DOCKET NO. 941044-WS

Map Attachment in DN 01769-95

Boundary Survey of Burnt store colony

**CAN BE LOCATED IN SRC MAPS' BOX
C00000031114.**