



## Public Service Commission

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

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**DATE:** September 25, 1995  
**TO:** JoAnne Jackson, Division of Records and Reporting  
**FROM:** Pat Brady, Division of Water and Wastewater *pb*  
**RE:** Docket No. 941044-WS, Resolution of Board of County Commissioners of Charlotte County declaring Charlotte County subject to the provisions of Chapter 367, Florida Statutes - Request for exemption for provision of water and wastewater service by RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION.

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Please add the attached Prospectus for Rivers Edge Property Homeowners Association to the docket file as response to verbal notification of deficiency. Thank you.

**Attachment**

**cc:** Alice Crosby (with attachment)

DOCUMENT NUMBER-DATE

09460 SEP 25 1995

FPSC-RECORDS/REPORTING

**PROSPECTUS**

**RIVERS EDGE, INC.**

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATION.

4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

**RECEIVED**

AUG 14 1995

Florida Public Service Commission  
Division of Water and Wastewater

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### **I. PARK NAME AND ADDRESS**

The name and address of the mobile home park (the "Park") is as follows:

Rivers Edge  
1601 Hunter Creek Drive  
Punta Gorda, Florida 33982

Rivers Edge is located on Hunter Creek and Lee Creek, which are within the Peace River basin, in an unincorporated portion of Charlotte County, Florida.

### **II. NOTICES AND DEMANDS**

The name and address of the person authorized to receive notices and demands on behalf of the Park Owner is as follows:

Mr. Dominick Petrizzo  
Rivers Edge, Inc.  
1601 Hunter Creek Drive  
Punta Gorda, Florida 33982

### **III. PARK PROPERTY DESCRIPTION**

Rivers Edge shall be developed in multiple phases. The first phase consists of property that has been subdivided and is described as Hunter Creek Village. Phase I is a subdivision according to the plat thereof recorded on plat book 15 page 54 of the public records of Charlotte County, Florida. Lots 110, 111, 112, 113, 114, 115, 116, 117, 118, 120, 121, 124, 132, and 146 of the said Hunter Creek Village Phase I are owned by third parties and as such are not rental lots within Rivers Edge. The said lots do have maintenance obligations pursuant to deed restrictions and so long as the maintenance obligations are met, the lot owners are entitled to use Rivers Edge facilities. Subsequent phases of Rivers Edge do not have requisite governmental approval and the final plans for the subsequent phase or phases is therefore not completely determined. Phase II is proposed to consist of 114 lots and Phase III is proposed to have 124 lots for a total in the three phases of 295 lots.

1. Number and Size of Lots.

a. Approximate lot dimensions are 60'x125' or 7500 square feet.

b. Setback requirements - 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 (7 1/2) feet from each side line. An easement for utilities, drainage, maintenance and bicycle paths (for the use of all members) is reserved by the Park Owner within these setback 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 Park Owner.

c. Maximum number of lots that will use shared facilities of the Park: up to 295 projected based on further development of the mobile home park. This includes all of the lots in Phase I and proposed Phases II and III.

2. Phases.

- a. Phase I - 57 lots
- b. Phase II - 114 lots proposed
- c. Phase III - 124 lots proposed

3. Layout of Park. The lots depicted on the layout of the Park (Exhibit B) are marked Phases I, II, and III.

IV. DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES

The planned recreational and common facilities for use by the mobile home owners in Rivers Edge are as follows:

1. Buildings. The Park will have one Clubhouse which will contain a park office, men's and women's restroom, kitchen, card room, storage room and a great room. The total space will consist of approximately 5000 square feet and will have a capacity of approximately 260 people.

The Clubhouse will be located near the center of the property at the location shown on Exhibit B.

The Clubhouse is intended for the use of the mobile home owners and the park management. The Clubhouse will serve as a meeting center for the residents of the Park. It is currently under construction with a projected completion date of Fall 1992.

2. **Swimming Pool.** The swimming pool will be located at the rear of the Clubhouse. The pool will be L-shaped and vary in depth from approximately 3 feet to approximately 6 feet and will have a capacity of 100 people. The pool will be heated from time to time at the discretion of the Park owner. The pool will be available for use by the park management and tenants (and their guests) from dawn until dusk, subject to such Rules and Regulations as may be adopted by the Park owner for the health, safety, welfare, protection, and convenience of the users thereof. The projected completion date for the pool is the Fall of 1992.

3. **Spa.** No spa is planned at this time. However, it may be added in the future.

4. **Shuffleboard Courts.** The Park will have two shuffleboard courts and associated equipment, which will be located at the side of the Clubhouse. The shuffleboard courts will be available for use by the park management and tenants (and their guests) from dawn until dusk, subject to such Rules and Regulations as may be adopted by the Park owner for the health, safety, welfare, protection, and convenience of the users thereof. The number of courts may be increased if demand warrants. The projected completion date is the Fall 1992.

5. **Pool Table.** A pool table complete with the usual equipment will be located in the great room of the Clubhouse.

6. **Boat Ramp.** A boat ramp is planned for the north end of the property pending permit approvals from various governmental agencies. The ramp will be available for use by the park management, tenants and their guests from dawn until dusk subject to the Rules and Regulations as may be adopted by the Park owner for the health, safety, welfare, protection, and convenience of the users thereof. The boat ramp is planned but not guaranteed to be in a later phase of development.

7. **Storage Area.** An area will be designated for the parking of trailers, boats, commercial vehicles, and motor homes. Access to the storage area will be from 9:00 a.m. to 9:00 p.m. seven days a week.

8. **Completion Date.** The only delay in the projected completion dates would be caused by the permitting agencies. The lots in Phase I are currently platted and ready to be leased.

## V. PARK MANAGEMENT AND MAINTENANCE

The Park will be managed and maintained by a General Manager employed from time to time by the Park owner. The manager will maintain an office in the Clubhouse or in the Model Home Center, which will be open Monday through Friday of each week, from the hours of 9:30 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m., except for Park owner approved holidays and vacation. Any problem or question relating to the Park should be directed to the General Manager.

## VI. MOBILE HOME REQUIREMENTS

1. All mobile homes placed in Rivers Edge will be sold exclusively by Rivers Edge and will include the following requirements as part of the complete purchase package of a new home.

2. All homes must have an attached aluminum carport, storage shed, screen room and/or Florida room and brick skirting, steps and driveway approved by management. All additions or changes to the original mobile home and its exterior aluminum and concrete package must have prior written approval from management. This is to maintain the uniformity of the Park.

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 mobile home shall not be placed or used on a lot.

## VII. UTILITIES AND OTHER SERVICES

1. Water and Sewer. Water is provided by a reverse osmosis water plant owned and operated by Rivers Edge, Inc. A central sewer system is provided and owned and operated by Rivers Edge, Inc. Water and sewer is not included in the base rent but is included in the lot rental amount and is charged based on connection charges and metered water and sewer usage.

2. Electricity. Electric power consumed within the Park is provided by Florida Power and Light. All electric consumed by each home within the Park is separately metered and billed

directly to each home owner by PPL. Each lot has its own dusk to dawn light near the end of its driveway. This light is tied into each home owner's electric meter and is required to remain lighted from dusk to dawn. Each home owner is responsible for the maintenance of their light.

Electric power for common facilities in the Park is separately metered and billed to the Park and is included in the base rental amount. Florida Power and Light is responsible for the maintenance of the underground electric lines to the pedestal located next to each home. The homeowner is responsible for the maintenance of the pedestal, the electric lines from the pedestal to the home, and for any other connections outside the home, including utility connections and outdoor receptacles, except for common facilities. Electric power costs are not included in the base rental amount. They are separately metered and billed to each tenant by Florida Power and Light.

3. Cable Television. Cable is provided to the Park by the Park management and is billed separately to each home owner. The Park is responsible for the maintenance of any cable television lines within the Park. Cable TV is not included in the base rent. Cable TV is a user fee.

4. Garbage. Garbage collection is provided by Charlotte Sanitation Co. Garbage collection is billed directly by the provider.

5. Storm Drainage. Storm drainage within the Park is provided and maintained by the Park management and included in the base rent.

6. Lawns. Lawn mowing is provided by the Park but tree trimming and any edging will be the responsibility of the homeowner. Lawn mowing is included in the base rent.

7. Changes to Utilities and Other Services. The description of the utility and other services at the Park set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services as of Filing Date.

The owner reserves the right, upon 90 days prior written notice to each effected home owner in the Park, and to the board of directors of the homeowners' association, if one has been formed, to discontinue the provision or maintenance of any utility or other services, including garbage collection, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the Filing Date.



## VIII. RENTS, CHARGES AND INCREASES

### 1. Definition. As used in this Section VIII:

a. "Lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy.

b. The term "base rent" is defined as part of the lot rental amount, but excludes user fees, pass-ons, pass-throughs, and other fees and charges as set out herein.

c. The term "pass-through charge" means the mobile home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park; or as may be allocated to each lot by a governmental entity. This allocation includes the owners of the third party lots which are governed by their deed restrictions, whereby they are responsible for pass-through charges based on a pro rata basis.

d. The term "pass-on" charge means the Park Owner may charge the residents for any costs charged the Park by state, federal, or local government or utility company. The Park Owner may pass on, at any time during the term of the lot rental agreement, ad valorem property taxes and utility charges subject to the requirements of Chapter 723, as amended. The ad valorem property taxes and utility charges will not be otherwise collected in the remainder of the lot rental amount. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park; or as allocated by governmental entity or utility.

e. "User fees" means those amounts charged in addition to lot rental amount for nonessential optional services provided by or through the Park owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

2. Resale, Assumption

The mobile home park owner may increase the base rent to be paid by a resale buyer of a mobile home in the Park upon the expiration of the assumed rental agreement, (March 31), without regard to other lot rental amounts, in an amount deemed appropriate by the mobile home park owner so long as such increase is disclosed to the purchaser prior to his occupancy, and is imposed in a manner consistent with this prospectus and Chapter 723, Florida Statutes.

3. Lot Rental Amount.

The homeowner will be responsible for payment of base rent, special user fees, pass-through charges, pass-ons, and other financial obligations, as follows;

a. Base Rent. The base rent listed below includes lawn mowing, use of all recreational facilities, and use of a fenced in storage area for RV's, boats, and trailers.

- A. Interior Lots \_\_\_\_\_
- B. Lake Front Lots \_\_\_\_\_
- C. River Front Lots \_\_\_\_\_

The base rent for your lot is \$\_\_\_\_\_ per month, and will be in effect from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_\_.

b. Special Use Fee. Pass-through charges, pass-ons, assessments and other financial obligations.

Type of fee	Amount
1. Late rent charge A late payment fee will accrue beginning on the fifth day of the month on rent or any other charge to the homeowner that is due and not paid, and will continue each month thereafter until such time as the rent or other charge is paid.	\$ _____
2. Returned check charge Per check, plus late charges as detailed in (1) above, on each check returned by the resident's bank.	\$ _____

3. Water  
The homeowner will be billed monthly based on metered water usage.
4. Sewer  
The homeowner will be billed monthly based on metered water usage.
5. General lot cleanup - if not maintained by Lessee \$ \_\_\_\_\_

4. Generally.

The costs of all other services required by the resident are solely the resident's responsibility.

The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date. As disclosed in this Prospectus, such amounts are subject to increase.

Nothing in this Prospectus shall be deemed a waiver of the owner's right to collect from the mobile home owner any damages that the owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Park property by the mobile home owner.

5. Base Lot Rental - Increases.

A. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase.

B. General. The lot rental amount is subject to periodic increases by the Park manager. However, except for increases as allowed by Chapter 723, Florida Statutes, the base lot rental amount will not be increased more frequently than annually, except for initial tenancies which commence after the beginning of the annual rental term.

C. Factors Affecting Increases. Factors which may affect the level of increases in lot base rental amount or user fees are as follows:

1. Increased costs - which refers to any increases experienced by the Park manager since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Park.

2. Prevailing Market Rent - Refers to the lot rental amount or fee charged in mobile home parks comparable to this Park, or the lot rental amount or fee willingly paid from time to time by new residents of this Park. A park will be deemed comparable if it is located in the same general vicinity as this Park, and offers similiar densities, amenities and services.

3. Prevailing Economic Conditions - are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent business man in establishing the lot rental amount or any increase in the amount thereof. These factors may include:

a. the costs attendant to the replacement of this Park in the economic environment existing at the time of any lot rental amount increase, including land acquisition costs, construction costs, and losses associated with the operation of the Park prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park owner will realize a reasonable return on the costs referred to in this clause;

b. the level of interest rates and other financing charges associated with construction, interim and permanent financing;

c. the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital;

d. the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average - All Urban Consumers, 1967=100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index;

e. the level at which the lot rental amount must be established in order that the owner will realize a reasonable return on the "Owner's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness;

f. other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the owner of the Park at the existing lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of rental increase required in the Park in order to realize a rate of return similiar to other at risk real estate ventures from the then current value of the Park.

#### 7. User Fees.

User fees will be increased based upon the factors which are considered for increases in lot base rental amount. These factors are listed in Section VIII of this Prospectus. Notice of an increase in user fee charges will be provided to the home owner ten (10) days prior to the increase. Notice of the increase will be given by posting a notice at the facility, by personal delivery or by ten (10) day notice by U.S. Mail. Notice by U.S. Mail will be considered made upon the mailing of notice to the homeowner's last known address. Notice for each individual user charge will be as provided in the User Fee Agreement (See Exhibit F).

## 8. Additional Considerations

The Park Owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

An increase in one or more of the above described factors may result in an increase in the mobile home owner's rent or other changes.

Tenants assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), P.S., are hereby notified that upon the expiration of the assumed rental agreement, the Park Manager expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Management based upon prevailing market rent or any of the factors set forth in this Prospectus. The seller of a mobile home within the Park is required to inform any potential purchaser of the existence of this notification and to advise the Park Management of the imminent sale of the mobile home and of the purchaser's name and address upon sale. The purchaser must agree to the increase in lot rental amount in writing prior to occupancy, or inform the Park Owner otherwise. The increase will be imposed in the manner disclosed in the Prospectus delivered to the initial recipient.

## **IX. PARK RULES AND REGULATIONS**

### **A. Current Park Rules and Regulations**

The current Park Rules and Regulations governing mobile home owner's behavior, guest procedures, time for using recreational and other facilities and any other rules, is attached as Exhibit A.

### **B. Changes in Rules and Regulations**

The Park Management shall give written notice to the mobile home owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

## **X. ZONING**

The nature and type of zoning under which the mobile home park operates, and the name of the zoning authority which has jurisdiction over the land comprising the Park, are as follows:

- 1) Existing zoning classification: Mobile Home Park Conventional (MHC).
- 2) Name of zoning authority: Charlotte County, Florida.
- 3) There are no definite future plans to seek a change in the use of land comprising the Mobile Home Park.

## XI. EXHIBITS

The following exhibits are required attachments to this Prospectus.

- Exhibit A - Rules and Regulations
- Exhibit B - Layout of Park
- Exhibit C - Covenants and Restrictions (if applicable)
- Exhibit D - Rental Agreement
- Exhibit E - Ground Lease (if applicable)
- Exhibit F - User Fee Agreements

## XII. LOT OWNER MAINTENANCE AND OTHER ASSESSMENT.

As indicated in III. of this Prospectus, fourteen lots within Rivers Edge are currently owned by third parties. The Lease Agreement, Exhibit D of this Prospectus, provides Lessees an option to purchase their individual lot at the expiration of seven (7) years from the commencement of the lease. The maintenance fees and other assessments, as well as continuing restrictions and requirements, are prescribed and proscribed within the Covenants and Restrictions, which is Exhibit C of this Prospectus and is recorded in Official Record Book 687 Page 1898, Public Records of Charlotte County, Florida. Individual lot owners will continue to be governed by the rules and restrictions of the Park. Rental rate calculations for Lessees and maintenance fee and other assessment obligation calculations for lot owners will be equitably coordinated in determining the rental rates and lot owner assessments.

Lessees not desiring to exercise their option to purchase their individual lot may continue to lease their lot under their current lease agreement.



**EXHIBIT A**  
**PARK RULES AND REGULATION**

RIVERS EDGE  
RULES AND REGULATIONS

These Rules and Regulations are written for your general welfare and safety. Please read them carefully.

1. Applicant(s) for residency must be considered desirable and compatible with other residents of the Park. Homes will be attractively maintained by the residents to help sustain the high standards of the Park.

2. All rents are payable in advance, due on the first day of each month. A late payment fee will accrue beginning on the fifth day of the month on rent or any other charge to the homeowner that is due and not paid, and will continue thereafter until such time as the rent or other charge is paid. All rent checks are to be placed in the rent box at the entrance of the Park. The office is open for business Monday through Friday of each week from 9:00 a.m. to 11:30 a.m. and from 1:00 p.m. to 4:30 p.m. except holidays, or times specified on office door, for cash payments and receipts. There is a \$25.00 fee on all returned checks.

3. The Park is restricted to adult occupancy which requires that at least 80% of the homes are occupied by at least one person 55 years of age or older. 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.

4. Residents going away for more than two weeks are requested to notify the office and make arrangements for the necessary grounds care. Management reserves the right to do the necessary work so that the lot will meet the standards of the Park. The costs will be charged to the tenant as set forth in the lease agreement.

5. The only clothes line permitted shall be the removable, single pole, umbrella type, located behind the mobile home, concealed from street view.

6. Garbage must be placed in an approved garbage container. All containers must be kept behind the mobile home except when placed out front for collection on designated days.

7. PLEASE - Speed limit not to exceed 15 m.p.h. Parking of vehicles on the lawns is not permitted. No major repairs or overhaul of cars, boats, etc., is permitted on homesite or roadways. No airboats are permitted in the Park. Motorcycles or mopeds shall be approved by management. Vehicles other than automobiles, including the following: commercial vehicles, campers, travel trailers, boats, etc. shall be kept in the area designated by management for such vehicles. No unregistered and/or unlicensed vehicles will be permitted on homesite or roadway. Management may enter property and remove non conforming vehicles and other non conforming items upon ten (10) days written notice, at resident's expense.

8. Management shall not be liable for accident or injury to life or property through use of recreational facilities, or for loss or damage caused by accident, fire, theft, or Act of God, to any mobile home. Security is everyone's responsibility! Please look out for your neighbor and his property. If you see anything suspicious, please let your neighbor know immediately.

9. Management may evict a tenant for those grounds as set forth in Chapter 723, Florida Statutes.

10. Pets: A maximum of two small house pets are allowed. Pets must be on a leash when outside. While walking your pet, please be respectful of other's property and also pick up after your pet. If any tenant registers a legitimate complaint with the Park owner about a neighbor's pet where the pet owner is not following the Rules, the pet owner will be notified by the Park owner of the first complaint and this will be a warning to the pet owner; on a second complaint within one year of the first complaint the pet owner will be required to dispose of their pet within ten (10) days.

11. All homes must have an attached aluminum carport, storage shed, screen room and/or Florida room and brick skirting, steps and driveway approved by management. All additions or changes to the original mobile home and its exterior aluminum and concrete package must have prior written approval from management. This is to maintain the uniformity of the Park.

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

13. There will be no fences permitted on any lot, except those installed by management.

14. An easement for utilities, drainage, maintenance and bicycle paths (for the use of all residents) is reserved by management along the perimeter of the lot lines. 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 management.

15. All plantings must be approved by management. Residents must keep all plantings on their lots trimmed and in neat order (weeded).

16. Lawn care: Lawn mowing will be provided by Park Management as part of your base lot rent. You are responsible for your own trimming and weeding. If your lot is not maintained, management reserves the right to enter upon your lot to weed and trim and you will be charged as listed in the fee schedule.

17. Please do not cross occupied lots. Respect the other person's privacy.

18. The management reserves the right of access onto all lots at all times for the purpose of inspection, utility maintenance, and grounds care if necessary.

19. All lots must be kept clean, neat, mowed and free from litter to the satisfaction of management. Plants, shrubs and landscaping must be properly maintained. When any lot is not maintained in the above condition, management reserves for itself the right to enter upon the lot, mow or clean up same, remove unsightly structures and to charge the owners a reasonable amount for the work performed.

20. Outside television antennas shall not be permitted as long as management provides lots with central tv antenna service. Each lot owner requesting cable TV service is required to pay the ordinary and reasonable charges of such antenna service.

21. All residents must notify management in writing twenty (20) days in advance of moving out. Clearance must be obtained, a forwarding address must be given, and all outstanding accounts must be paid in full.

22. No one other than those executing the lease agreement shall be allowed to reside upon the premises (lot) set forth in the lease agreement without written consent from management. The purchase of your home by persons who have not executed the lease agreement or obtained management's written consent shall not constitute permission or rights for such purchaser(s) to reside within the Park. All prospective residents must be approved by management and execute a lease agreement.

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

24. No boathouse, dock wharves, or other structures of any kind shall be erected, placed, altered or maintained on the lakes or rivers, unless approved by management. No power boats or other mechanically powered water craft or device driven or propelled by other than manpower or sail shall be used or operated on lakes in Rivers Edge, unless approved by management.

25. From time to time, it may be necessary to change some of the Park Rules and Regulations. If this should happen, you will be given a written notice of the changes and no change will become effective until at least 90 days after you have received the said written notice. This written notice will either be hand delivered or mailed, and a copy of this notice will also be posted on the bulletin board in the Club House.

BY EXECUTION OF THE LEASE AGREEMENT, LESSEE(S)  
ACKNOWLEDGES THAT THESE RULES AND REGULATIONS ARE MADE PART OF  
THE LEASE AGREEMENT, AND THE COVENANTS AND CONSIDERATIONS MADE  
BETWEEN LESSOR AND LESSEE(S).

\_\_\_\_\_  
Signature

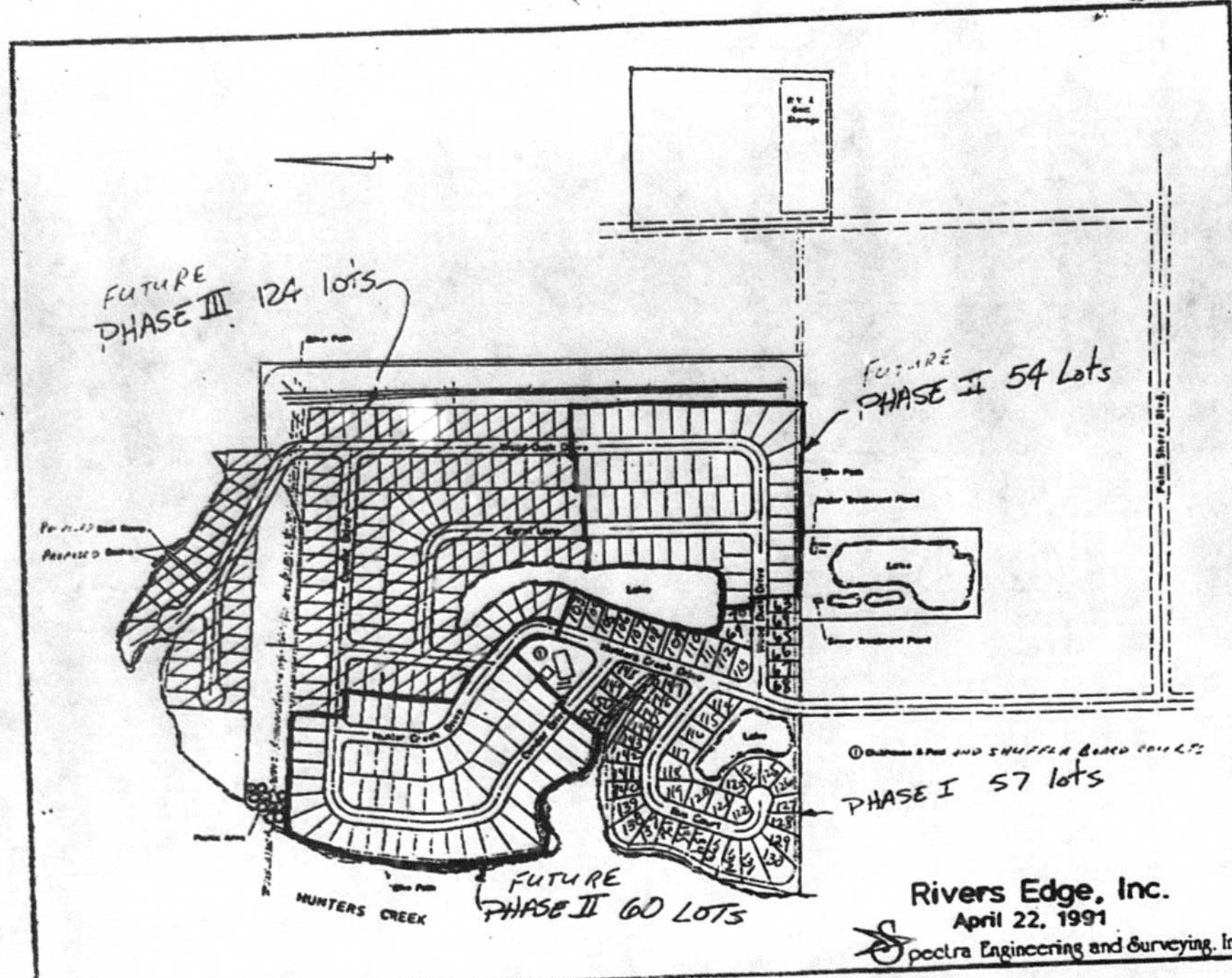
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Date \_\_\_\_\_, 19\_\_\_\_.

**EXHIBIT B**  
**PARK LAYOUT**



**EXHIBIT C**

**COVENANTS AND RESTRICTIONS**

**Declaration of Restrictions, Covenants, Conditions,  
Charges, and Reservations Affecting Property Located in Hunter  
Creek Village. OR 687 Page 1898**



3400

OK



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 Southeast 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 5 lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida (containing 90 acres more or less).

JAN 19 1982

RECORDED IN OFFICIAL RECORDS

22 JAN 19 1982

HUNTER & BOSTON

This Instrument Prepared By ROBERT A. BOSTON First National Bank Building Public Garden, Ft. Myers

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OR 637 PG 1898

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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 Southeast 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 5 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  
82 JUN 19 1967

ROBERT A. NORTON  
ATTORNEY AT LAW  
P.O. BOX 1000, PALM BEACH, FLORIDA 33480

This Instrument Prepared By  
ROBERT A. NORTON  
First National Bank Building  
Palm Beach, Florida 33480

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  $0^{\circ}14'0''$  East, 657.38' to a concrete monument. Thence North  $88^{\circ}46'30''$  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  $85^{\circ}35'12''$  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  $85^{\circ}35'12''$  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  $4^{\circ}24'48''$  East from the Point of Beginning. Thence South  $4^{\circ}24'40''$  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  $88^{\circ}46'30''$  West 329.75' thence travel North  $0^{\circ}12'30''$  East for a distance of 124.6' to a P.O.B.; thence North  $88^{\circ}46'30''$  West for a distance of 5'; thence North  $0^{\circ}12'30''$  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 P.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.

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

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AND LESS AND EXCEPT THE FOLLOWING

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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.

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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.

**HUNTER & SHAWCROSS**  
ATTORNEYS AT LAW  
FORT WORTH, TEXAS 76102  
TELEPHONE 878-0000

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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 2/3rds 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 2. 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, 1987. 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, constructed, erected or maintained upon the property which interferes with utility

maintenance or servicing, or with the overall 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.

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ATTORNEYS AT LAW  
PHOTO COURTESY, PLUMMER 2000  
REPLACEMENT AND SERVICE

maintenance or servicing, or with the overall 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.

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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 sewerage and water service.

9. All motor 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 owners 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(ii) 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 sh:1 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 subsequent 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 P6 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 19 day of January, 1982.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

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

Phonda 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 PG 1909

BEFORE ME, the undersigned officer, personally appeared DAVID W. SHEPARD and SUII C. SHEPARD, as President and Secretary respectively of LOHAJA 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 19<sup>th</sup> day of January 1962.

*[Handwritten Signature]*  
Notary Public - State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 23 1963  
DORIS L. HARRIS, TAMPA, FLORIDA

My Commission Expires:

DORIS L. HARRIS  
Notary Public  
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 SHEET 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 N0°00'00"W, ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 192.94 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 N57°47'40"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 416.22 FEET; THENCE N01°14'20"E, A DISTANCE OF 199.00 FEET; THENCE N05°45'40"W, A DISTANCE OF 37.73 FEET; THENCE N05°15'20"E, A DISTANCE OF 129.00 FEET; THENCE N05°37'22"E, A DISTANCE OF 57.42 FEET; THENCE TO IT 1/4" A DISTANCE OF 199.00 FEET; THENCE N17°42'40"E, A DISTANCE OF 48.60 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 7000.00 FEET AND A CENTRAL ANGLE OF 67°53'00"; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE BY A DISTANCE OF 939.95 FEET TO THE POINT OF TANGENCY; THENCE N45°34'11"W, A DISTANCE OF 64.99 FEET; THENCE S47°20'41"W, A DISTANCE OF 150.00 FEET; THENCE N45°37'11"W, A DISTANCE OF 12.61 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1609.90 FEET AND A CENTRAL ANGLE OF 60°30'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 994 FEET TO A POINT; THENCE RADIALLY TO SAID CURVE, BEAR S47°00'41"W, A DISTANCE OF 124.10 FEET; THENCE S66°02'28"E, A DISTANCE OF 41.02 FEET; THENCE S48°41'00"W, A DISTANCE OF 578.89 FEET; THENCE S17°42'41"W, A DISTANCE OF 21.08 FEET; THENCE N44°52'41"W, A DISTANCE OF 180.39 FEET; THENCE N67°05'25"W, A DISTANCE OF 219.18 FEET; THENCE S04°07'25"W, A DISTANCE OF 201.15 FEET; THENCE S04°23'00"W, A DISTANCE OF 88.4 FEET; MORE OR LESS TO HUNTER CREEK; THENCE MEANDER OR MORE OR LESS TO THE INTERSECTION THEREOF WITH THE SOUTH LINE OF GOVERNMENT LOT 5 OF SAID SECTION 11; THENCE S89°02'00"E, ALONG SAID SOUTH LINE OF SAID SOUTH LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 714 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TRACTS A AND B TOGETHER CONTAIN 22.26 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 CONFORMS TO THE CURRENT COUNTY COMPREHENSIVE PLAN.

*[Signature]*  
 CHAIRMAN - PLANNING COMMISSION

1-8-82  
 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]*  
 COUNTY ENGINEER

1-8-82  
 DATE

### COUNTY COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN OFFICIALLY APPROVED FOR RECORDING BY THE COUNTY COMMISSION OF CHARLOTTE COUNTY, FLORIDA.

*[Signature]*  
 CHAIRMAN - COUNTY COMMISSION

1-8-82  
 DATE

### COUNTY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAN THIS 11<sup>th</sup> DAY OF JANUARY 1982.

*[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 12 PAGE 61-A-12 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA THIS 12<sup>th</sup> DAY OF JANUARY 1982.

*[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.

*[Signature]*  
 SANITATION DIRECTOR

1-7-82  
 DATE

### CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA  
 COUNTY OF CHARLOTTE S.S.  
 HUNTER CREEK VILLAGE, LTD., A LIMITED PARTNER-SHIP BY LORIDA 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 DEDICATE AND SET APART ALL OF THE STREETS, REAR/FRONT LOT LINE UTILITY AND DRAINAGE EASEMENTS 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 12<sup>th</sup> DAY OF JAN 1982.

WITNESSES:  
*[Signature]*  
 DAVID W. SHEPARD, PRES.  
*[Signature]*  
 SUE L. SHEPARD, SECTY.

### ACKNOWLEDGMENT

STATE OF FLORIDA  
 COUNTY OF CHARLOTTE S.S.  
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID W. SHEPARD, PRESIDENT AND SUE L. SHEPARD, SECRETARY, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO DISCUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AND THEY EACH DAY ACKNOWLEDGED BEFORE ME THAT THEY DISCUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT CHARLOTTE COUNTY, FLORIDA, THIS 16<sup>th</sup> DAY OF JAN 1982.

*[Signature]*  
 NOTARY PUBLIC, STATE OF FLORIDA

### 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, THAT THE SURVEY DATA COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WERE INSTALLED ON 1-4-82.

1-4-82  
 SURVEY DATE

*[Signature]*  
 JOHN R. GARDNER  
 PROFESSIONAL LAND SURVEYOR - FLORIDA  
 REGISTRATION CERTIFICATE NUMBER 2324

FOR MORTGAGEE'S AND LIENOR'S COMMENT TO DEDICATION SEE OFFICIAL RECORDS BOOK 117 PAGES 1112 THRU 1114 PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA





# MUNICK LAKES VILLOTY & SUBDIVISION

## A SUBDIVISION OF

### A PORTION OF SECTIONS 11 & 12, TWP. 35S. R. 23E. CHARLOTTE COUNTY, FLORIDA

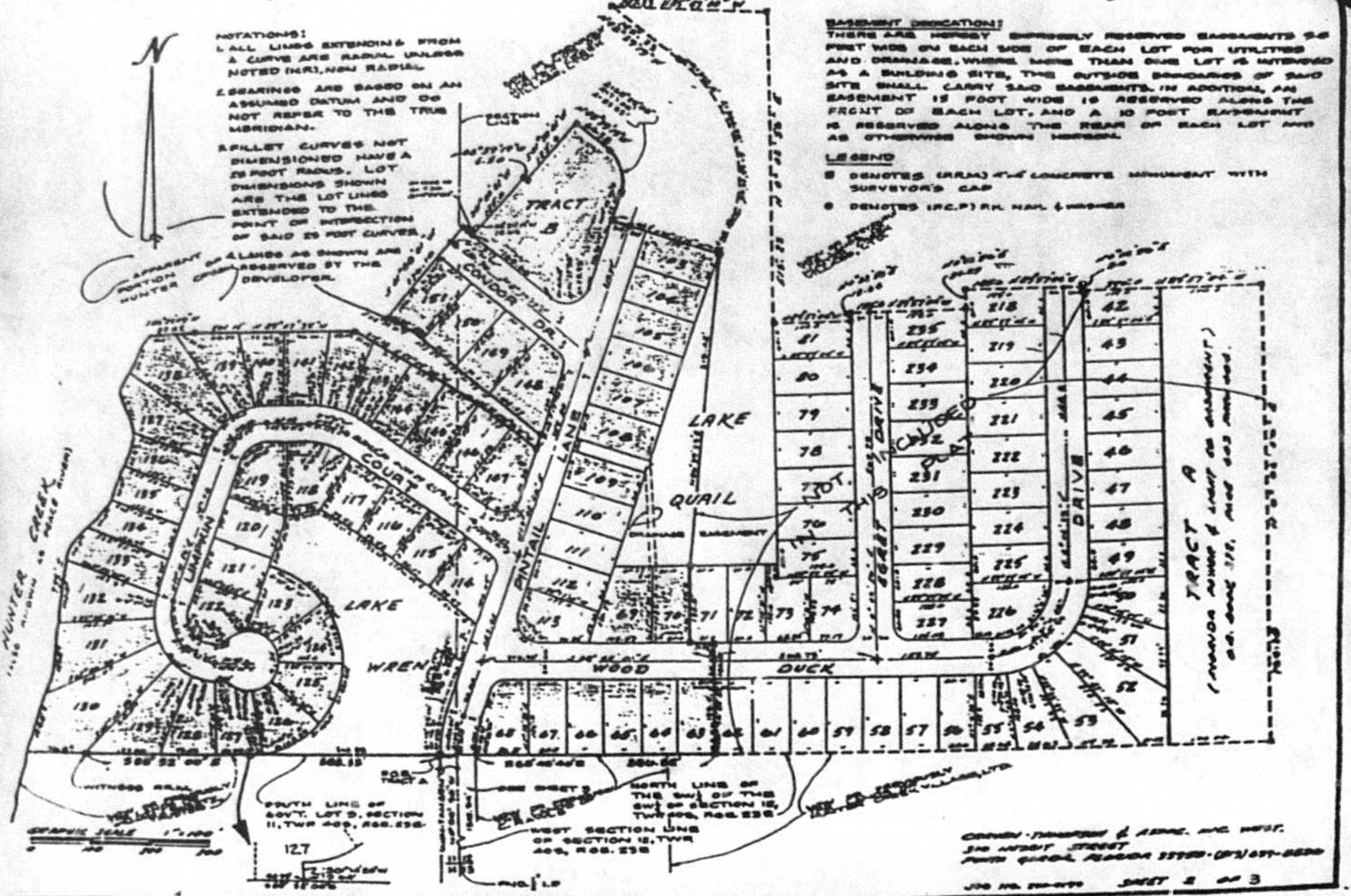
**NOTATIONS:**  
 ALL LINES EXTENDING FROM A CURVE ARE RADIAL UNLESS NOTED (N.R.), NON RADIAL.  
 EASEMENTS ARE BASED ON AN ASSUMED DATUM AND DO NOT REFER TO THE TRUE MERIDIAN.

SPILLET 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.

APPEARANCE OF ALLEYS AS SHOWN ARE PORTION OF ALLEYS RESERVED BY THE DEVELOPER.

**BASINMENT DESIGNATION:**  
 THERE ARE HEREBY EXPRESSLY RESERVED EASEMENTS 5.0 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 BOUNDARIES OF SAID SITE SHALL CARRY SAID EASEMENTS. IN ADDITIONAL, 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**  
 □ DENOTES (I.R.M.) CONCRETE MONUMENT WITH SURVYOR'S CAP  
 ○ DENOTES (I.C.P.) IRON NAIL (WASHER)



GRAPHIC SCALE 1" = 100'

SOUTH LINE OF SECT. LOT 2, SECTION 11, TWP. 35S., R. 23E.

NORTH LINE OF THE SW. 1/4 OF THE SW. 1/4 OF SECTION 12, TWP. 35S., R. 23E.

WEST SECTION LINE OF SECTION 12, TWP. 35S., R. 23E.

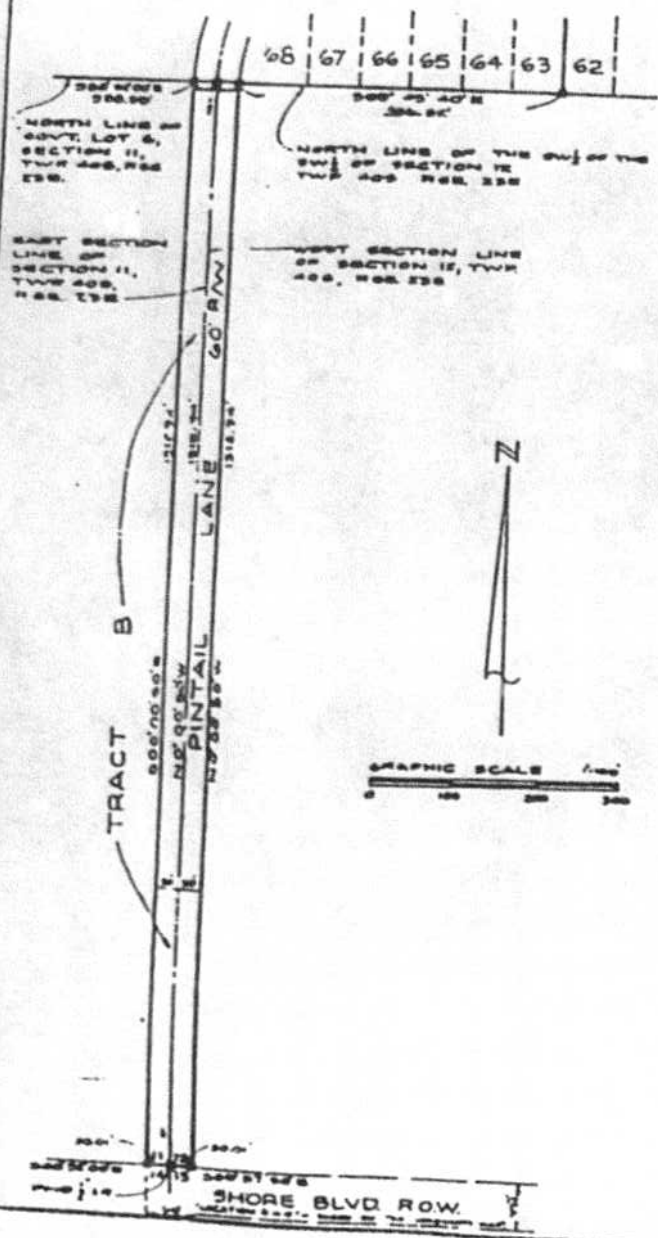
OWNER: THOMAS J. & ANNE M. HUNT, 310 HUNTER STREET, P.O. BOX 1000, FLORIDA 32701 (27) 671-8220

JOB NO. 210-070 SHEET 2 OF 3

570

# HUNTER CREEK VILLAGE PHASE I

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 S.W. 1/4, LOT 6, SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23E, CHARLOTTE COUNTY, FLORIDA, AND THE WESTERLY 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA.

CLAYTON THOMPSON & ASSOCIATES, WEST  
210 N. HESSITT STREET  
PUNTA GORDA, FLORIDA 33950  
(813) 491-8888

**EXHIBIT D**  
**LEASE AGREEMENT**

RIVERS EDGE, INC.  
LEASE AGREEMENT

This lease is entered into by and between Rivers Edge, Inc. as Lessor, and \_\_\_\_\_ and \_\_\_\_\_, as Lessee(s), on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WITNESSETH, that in consideration of the covenants herein contained on the part of the said Lessee to be kept and performed, the Lessor does hereby lease to the Lessee(s) Lot \_\_\_\_\_, Rivers Edge.

TO HAVE AND TO HOLD the same from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, until the 31st day of March, 19\_\_\_\_, the said Lessee, paying therefore the lot rental amount of \_\_\_\_\_ from the beginning of this lease until the 31st day of March, 19\_\_\_\_.

Rental payments are due on or before the 1st day of each month for that month, at the place designated by the Lessor.

This Lease Agreement is automatically renewed on an annual basis so long as the Lessee remains in compliance with the Rules and Regulations of Rivers Edge.

At the end of the seventh annual lease, Lessee(s) has the option of purchasing their current lot. The price will be determined at that time by taking the average of two independent appraisals, one chosen by the Lessor and one by the Lessee, each paying for their own appraisal.

This lease is governed by Chapter 723 Florida Statutes, the provisions of which are incorporated herein by reference.

An increase in lot rental amounts upon expiration of the term of the lot rental agreement shall be in accordance with section 723.037 of Florida Statutes. Refer to Section VIII, Rents, Charges, and Increases of the Prospectus for a complete explanation. The Prospectus is incorporated herein and made a part hereof by reference.

Lessee(s) must comply with the Park Rules and Regulations and require other persons on the premises with their consent to also comply. The Rules and Regulations may be modified, eliminated, or additional rules adopted by the Lessor upon giving the Lessee(s) notice thereof as required by Section 723, Florida Statutes. The Park Rules and Regulations are incorporated herein and made a part hereof by reference.

Actions by the Lessee(s) which constitutes grounds for eviction are detailed in Section 723.061, Florida Statutes, and

shall be a default and breach of this lease. Failure of the Lessor to evict a tenant for the violation of any of the grounds set forth in Section 723.061 or for any grounds provided in this lease shall not waive the right of the Lessor to consider any subsequent violations of the same grounds or the violations of any other grounds, breach of this lease by the Lessee(s) so long as permitted by Chapter 723, Florida Statutes.

The Lessor shall not be liable for any injury or damage to person or property occurring on the premises of whatsoever nature, unless said damage or injury be caused by or due to the negligence of the Lessor.

This lease and the privileges contained herein are not assignable, and any purported assignment shall be void. Said lease is only valid as long as those executing this lease reside upon the premises set forth in this lease, and are in full compliance with all provisions of this lease and the Park Rules and Regulations. In the event that an assignment is allowed then a new homeowner may assume in writing the balance of the annual lease through March 31st in accordance with Chapter 723, Florida Statutes. A new homeowner may rely on the Prospectus as delivered to the Lessee(s).

Lessee(s) expressly understands and agrees that, upon execution of this lease, all prior leases, rental agreements, negotiations and other agreements between the parties regarding the lot leased are hereby terminated, void, and of no legal force and effect.

#### Lot Rental Amount

The homeowner will be responsible for payment of base rent, special user fees, pass-through charges, pass-ons, and other financial obligations, as follows;

a. Base Rent. The base rent listed below includes lawn mowing, use of all recreational facilities, and use of a fenced in storage area for RV's, boats, and trailers.

- A. Interior Lots \_\_\_\_\_
- B. Lake Front Lots \_\_\_\_\_
- C. River Front Lots \_\_\_\_\_

The base rent for your lot is \$ \_\_\_\_\_ per month, and will be in effect from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_\_.

b. Special Use Fee. Pass-through charges, pass-ons, assessments and other financial obligations.

Type of fee	Amount
1. Late rent charge	\$ 15.00
A late payment fee will accrue beginning on the fifth day of the month on rent or any other charge to the homeowner that is due and not paid, and will continue each month thereafter until such time as the rent or other charge is paid.	
2. Returned check charge	\$ 25.00
per check, plus late charges as detailed in (1) above, on each check returned by the resident's bank.	
3. Water	
The homeowner will be billed monthly based on metered water usage.	
4. Sewer	
The homeowner will be billed monthly based on metered water usage.	
5. General lot cleanup - if not maintained by Lessee	\$ 40.00/hr

The fees will be charged and increased as set out in Section VIII of the Prospectus.

It is expressly agreed that should any provision contained in this lease be ineffective or void by operation of law, or as against public policy, then and in that event the portion so found to be ineffective or void shall be wholly and totally disregarded without the same effecting this lease in its entirety, and that this lease as to the balance shall remain in full force and effect as if the clause or paragraph found to be ineffective or void had not been inserted or contained therein.

It is further agreed, by the parties, hereto, that after the service of notice, or the commencement of a suit, or after final judgement for possession of said premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect such notice, said suit, or the said judgement. The Lessee(s) further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Lessor in enforcing the covenants and agreements of this lease.

Lessee(s) acknowledges that he has read the foregoing, the Rules and Regulations, and the Prospectus, and the Lessee(s) was offered the foregoing lease prior to occupancy.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set out above.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor

**EXHIBIT E**

**GROUND LEASE**

**There are no underlying ground leases for the property  
constituting the mobile home park.**



**EXHIBIT F**  
**USER FEE AGREEMENT**

**USER FEE AGREEMENT**

The park owner and homeowner, as evidenced by the execution of this agreement, do hereby agree to provision of the following described service for a fee as set forth below.

It is understood between parties that the fee is to be charged for the service rendered and that the fee may be increased in the future upon posting a notice at the park office, by personal delivery, or by U.S. Mail to the homeowner. The notice is deemed given by U.S. Mail upon mailing to the homeowner's last known address. The basis for the increase in the fee will be increased costs, prevailing market rent or prevailing economic conditions as defined in the Prospectus.

SERVICE	FEE	NOTICE GIVEN BY	HOMEOWNER'S INITIALS
TV Cable	_____	_____	_____
Special Use of Clubhouse			
kitchen not used	_____	_____	_____
kitchen used	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**PARK OWNER**

**HOMEOWNER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DATE PROSPECTUS DETERMINED ADEQUATE**

**January 23, 1992**

**IDENTIFICATION NUMBER ASSIGNED BY DIVISION**

**PRMZ003250-P13161**

**MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES**

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