



Public Service Commission

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

DATE: June 16, 2000

TO: Division of Records and Reporting

FROM: Patricia Brady, Division of Regulatory Oversight *pb bsm PD*

RE: Docket No. 000545-WS, Application for original certificates to operate a water and wastewater utility in Pasco County by Labrador Services, Inc.

Attached for inclusion in the docket file is a copy of the June 12, 2000, letter from Ms. Dolores Wasack, Secretary FLENS Homeowners Assn., (FLENS) to Patricia Brady, Commission staff. The letter is an acknowledgment of staff's letter June 8, 2000, response to a list of FLENS' questions and additional questions.

Attachment

- cc: Division of Regulatory Oversight (Redemann)
- Division of Legal Services (Brubaker)

- APP _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- LEG _____
- OPC _____
- PAI _____
- RGO _____
- SEC
- SER _____
- OTH _____

DOCUMENT NUMBER-DATE

07451 JUN 19 8

FPSC-RECORDS/REPORTING

June 12, 2000

Ms. Patricia Brady
Regulatory Analyst IV
Public Service Commission
Division of Regulatory Oversight
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RECEIVED

JUN 15 2000

Florida Public Service Commission
Division of Regulatory Oversight

RE: Docket No. 000545-WS, Application for original certificates to operate a water and wastewater utility in Pasco County by Labrador Services.

Dear Ms. Brady:

Thank you so very much for your efforts in answering the questions I put forward to you from the members of the Forest Lake Estates Non Shareholders Homeowners Association (FLENS). And, thanks to you, our members now have a clear and true understanding of the necessity to license Labrador Services and what is involved in the processing of this action. Our June 8th meeting was very productive and our members went away feeling somewhat secure in that when all this is done and over with, they will have the Public Service Commission to seek help when needed.

In an earlier conversation, I explained to you that Henry Viau was the former owner of Forest Lake Estates until June 10, 1999 at which time he sold the park to the Forest Lake Estates Homeowners Assn./1993 and this association became the Forest Lake Estates Co-op, Inc. Thus we have the FLE Co-op, Inc. (shareholders - made up of 235 homes and managed by Chateau Communities) and 579 non shareholders (of which 403 homes belong to the Forest Lake Estates Non Shareholders Homeowners Assn. (FLENS)). At the time of the sale of the park, Mr. Ed Irving (a friend of Mr. Viau - both citizens of Canada) was the FLE Homeowners Assn/1993 president and I might add, he was the only president they ever had and is now the president of FLE Co-op, Inc.

The reason for the above explanation is that today, Mr. Irving (supposedly now in Canada) instructed Co-op Board member Bob Rawlins (who attended our meeting on June 8th and reported to Mr. Irving) to place a notice on their park bulletin board. It appears to me the question "why was Henry Viau operating without a license for nine years?" hit a nerve and following is Mr. Irving's response:

- "1. The owner of a mobile home/RV community does not need a state license to operate a water/sewer plant. Supervision comes mainly from the County and other State management.*

- 2. When the owner sells the community or sells the water/sewer plants to someone other than the owner of the community, then the water/sewer plant is subject to supervision under the Public Service Commission. The owner of the water/sewer plants has one year to apply for the license which Henry Viau is now doing."*

Do you have any answers?

Per your request, enclosed are excerpts from the *FLE Newsletter* indicating where water/sewer payments were to be sent. Up until February 2000 our payments were given to the park office (managed by Chateau Communities), then they were to be sent to Pompano Beach and now as of May 2000, they go to Ft. Lauderdale. Also enclosed are copies of my checks wherein the 12/1/98 check shows it was cleared through Orlando and remained as such until 10/29/99 where it was cleared through Pompano Beach. Check #1127 has been included to indicate to you that lot rental and water and sewer checks were both payable to Forest Lake Estates (FLE).

Added to the mystery of changing addresses, the notice we received from Labrador Services announcing their intent to be licensed had the return address of: Labrador Services, Inc., 39 Treasure Circle, Sebastian, FL 32958!!! Then by checking through the office of Lutz, Webb, & Bobo, P.A., Sarasota, FL, I discovered the Sebastian, FL address is the office of Mr. Viau's company Coastal Home Trading. Further in my conversation with the Sarasota office, I asked exactly where the "physical office" of Labrador Services was located and the reply was in Ft. Lauderdale. I asked for a phone number because they were not listed in the directory and the number given to me was (954) 587-6585. In my curiosity I called this number and a Hispanic woman answered "Hello Hello" saying she only takes messages for Mr. Viau and would be glad to take one!!!!

Further included are copies of documents (obtained from Pasco County) wherein they show Labrador Services, Inc. probably came into existence as of June 1999 (timeframe of completion of the sale of the park) and these documents were signed by Henry Viau and Ed Irving. So why are our checks still being payable to FLE and not Labrador Services, Inc.??? Per enclosed copies of cancelled checks, they

were deposited to First Union Bank in Davie, FL and today, they still go to Davie.

Maybe all of these transactions are legitimate but you have to admit that when the sale of the park went through (although over 50% of homes objected) and the prime parties were Henry Viau and Ed Irving, it does give food for thought and results in our questioning every time one of these gentlemen makes a deal concerning the park! And added to this scenario is Chateau Communities!!!! I wonder what will be the next address our water/sewer payments will be forwarded to.....do you think Canada????

The bottom line is even if Mr. Viau was not required to obtain a license because he owned the park and the water/sewer plants, how in the world did he get pass the EPA and/or Pasco County, who should have been supervising him, because the systems were never sufficient to cover both the mobile home park (over 700 homes) and the RV park (over 200 spaces – full capacity October thru March)! This is the primary reason for the dirty water and stinking garbage that has existed for nine years!

Again, thank you so very much for your patience and understanding. Believe me, we do appreciate all the help PSC has given to FLENS. If there are any other documents you would like for the Labrador file, please let me know.

Thanks again.

Sincerely,



Dolores Wasack, Secretary
FLENS Homeowners Assn.

CC: John Martin, President, FLENS Homeowners Assn.

GLENN M. WASACK, SR. OR
DOLORES M. WASACK
5820 NAPLES DR.
ZEPHYRHILLS, FL 33540

63-27/631
154

1128

DATE Dec 1, 1998

Pay to the
Order of

F.L.E.

\$ 15⁰⁰
XX

Fifteen dollars

Dollars

Security features
are included
Details on back

NationsBank

NationsBank, N.A.
Florida

For

Water (Dr.)

Glenn M. Wasack MP

Look for padding from and water marks on the original document. Do not use for presentation on Not Cash.

444 450 460 460 477
NATIONS BANK N.A.
TAMPA, FLORIDA

0000007010

0631075134
FUND-FL 815 HERNDON AVE
ORLANDO, FL 12/09/98

0000000000

FOR DEPOSIT ONLY
FOREST LAKE ESTATES, INC.
DAVE, FLORIDA 33314
PAY TO THE ORDER OF
FIRST UNION NATIONAL BANK
OF FLORIDA

GLENN M. WASACK, SR. OR
DOLORES M. WASACK
5820 NAPLES DR.
ZEPHYRHILLS, FL 33540

63-27/631
154

1127

DATE Dec 1, 1998

Pay to the Order of F. L. E.

\$ 200²¹/₁₀₀

Two hundred dollars + 21/100 cents

Dollars

SECURITY FEATURES
SEE REVERSE
EMBEDDED IN PAPER

NationsBank

NationsBank, N.A.
Florida

For Dec Lot Rents

Glenn M Wasack Sr

© Clarks America, Inc.



Look for microprint icon and microprint words "Original Document" on back.

12/01/98 063100277
NATIONS BANK N.A.
TAMPA, FLORIDA

06103729

ATM
to tell Cash

0631075134
FUND-FL 815 HERNDON AVE
ORLANDO, FL 11/30/98

04792358

PAY TO
FIRST UNION NATIONAL
OF FLORIDA
DAVE, FLORIDA 33314
FOR DEPOSIT ONLY
FOREST LAKE ESTATES
FLORIDA 33314

FOR THIS LINE
USE

GLENN M. WASACK, SR. OR.
DOLORES M. WASACK
5820 NAPLES DR.
ZEPHYRHILLS, FL 33540

DATE Oct 29, 1999 63-27/631 FL
154

Pay to the Order of F.L.E. \$ 15⁰⁰/₁₀₀

Fifteen dollars Dollars

Security Features
are included
Check on back.

NationsBank

NationsBank, N.A.

ACH R/T 063100277

For WATER Lot 588

Glenn M Wasack MP

© Clarisc American

1. Mark the payment instructions clearly in the box.
2. Write the amount in figures and words.
3. Write the date of payment.
4. Write the name of the payee.
5. Write the name of the bank.
6. Write the account number.
7. Write the routing number.
8. Write the address of the bank.
9. Write the city and state of the bank.
10. Write the zip code of the bank.

063100277
11/05/99 E1342 01 P01

540712940

NOV - 14 99

1061107
1999

FOR DEPOSIT ONLY
FOREST LAKE ESTATES, INC.

DAVIE, FLORIDA 33314

PAY TO THE ORDER OF
FIRST UNION NATIONAL BANK
OF FLORIDA

1014 72265

ENDORSE HERE

MARCH, 2000



REMINDERS

Bingo is limited to resident of Forest Lake Estates only after April 15, 2000.

Regular monthly meetings of the Forest Lake Estates Co-Op will be Tuesday, April 3, 2000 at 9:00 a.m. in the club house. Open to all shareholders.

Forest Lake Cable Co. full time collection on May 4th and 5th at the Clubhouse from 9:00 A.M. to 1:00 P.M. Make checks payable to FLCC - \$69.50 Per Quarter.

Speed Limit 15 MPH - All automobiles must be parked in the driveway provided on your space. - Automobiles cannot be parallel on sidewalks, lawns, and especially not on vacant lots.

No motor homes or travel trailers are allowed on rented space or vacant lots. This community rule will be strictly enforced in the future. If you have been guilty of this, please take care of this infraction

Water payments need to be mailed to:

FLE
2501 - SE 9th St.
Pompano Beach, FL 33062-6708

*** This office will not accept them.**

Please remember the rent rates increases beginning May 1, 2000. Payment is due by the 1st of the month. Late fees after the 5th.

Basic Sites	\$242.83
Corner Site	\$261.12
Lake Site	\$310.11
Maintenance Fee	\$85.00

There is a drop box on the porch of the office, feel free to use it.

Residents who notice streetlights that need replacement should call WREC at 588-5115 ext. 1146.

As stated in exhibit D of the prospectus for forest lake estates, the rules and regulations are designed for your safety and enjoyment and to maintain the highest standards of acceptable conduct and appearance at your community. It is imperative that all residents as well as resident guest or renters be familiar with them and follow them strictly.

Let's make a diligent effort to assist one another in the compliance of the rules of our community.

EMERGENCY NUMBERS

Water & Sewer
Todd
813-213-2079

Plumbing
Harris Plumbing
813-788-0922
Pager 813-523-8449

Electrical
Morton Electric
723-7237

or
Jordan Electrical
782-4969
24 Hour Service

This is not a recommendation, just a reference.

NEWSLETTER

Newsletters will be done each month. All articles must be turned in by the 15th of each month. All articles must be typed or printed.

Connections

A MONTHLY PUBLICATION FOR OUR RESIDENTS

MAY 2000

MANAGEMENT NEWS

By Wanda & Dick Urwick, Community Managers

Management and the Co-op are working together in a positive way for the betterment of Forest

Lake Estates. We will be addressing all concerns that are brought forth by you. Working together we can accomplish a lot of positive things. Our goal is to better serve the residents in a more timely fashion. Management will be working very closely with the co-op to enforce the rules and regulations of the community. You will see Management frequently touring the community to inspect sites and the condition of homes in Forest Lake Estates. We will then be sending out letters to some of the homeowners expressing any concerns that we might have. We feel that this will be a positive move in upgrading Forest Lake Estates. Working together we can continue to maintain our 5-Star rating. We know all of your want to be proud of your community.

The following are some of the projects that we are currently working on:

- Additional pool furniture.
- Strapping of current pool furniture.
- Have identified many potholes and will soon be repairing.
- Identified and temporarily fenced in the large hole on vacant lot which was a hazard to children and pets. Permanent repair to be completed soon.
- Beautification of the front entrance and office.
- Added additional bulletin board and trash can at post office as requested by residents.
- Painting of docks completed.

Over the summer, we will be working on many more projects.

GATOR NEWS

After hearing several complaints of Gators in both the pond at the RV Resort and the big lake at Forest Lakes, we contacted the authorities who sent a trapper out. They

were here for the weekend of the 15th and were successful in trapping a 41/2 foot gator from the RV pond.

They did not spot any gators in the big lake but will come back this weekend, 4/22 & 4/23 to try and trap one or more of the larger gators in the big lake.

Please remember that they are licensed by the State of Florida and therefore any vandalism to their equipment such as hooks or lines, can be punishable by fines and or imprisonment as it is against Florida statutes. Therefore, **DO NOT BOTHER, REMOVE OR CUT ANY OF THEIR TRAPPING EQUIPMENT.** We need these gators removed for the safety of our residents and that fish in the lakes.

We hope you all had a wonderful and Happy Easter!

HEALTH NEWS

FDA APPROVES NEW ARTHRITIS DRUG

Mobic joins class with Celebrex and Vioxx

Associated Press - WASHINGTON, April 14 - A third new drug for people suffering from the pain of arthritis has been approved by federal regulators, The Food and Drug Administration said Friday it has approved meloxicam tablets for the treatment of osteoarthritis.

Meloxicam will be marketed under the name Mobic by Boehringer Ingelheim Pharmaceuticals and Abbott Laboratories and is expected to be available in early May. The wholesale price is expected to be \$1.98 per tablet and dosage is once a day.

Mobic is the third new arthritis drug approved in the last two years, joining Celebrex and Vioxx.

Millions of people depend on aspirin, ibuprofen, naproxen and other pills to relieve pain. But these can cause ulcers,

stomach bleeding and other side effects, especially in long-term users. In clinical trials Mobic had a low instance of gastrointestinal side effects, the manufacturer said.

SENIOR EXERCISE

By Lotte Sutton, exerciser

Monday, Wednesday and Friday at 9:00 am is a program designed for people over 50 years of age.

It is called Senior Shape Up and consists of 15 minutes chair, and 15 minutes of standup exercise. It is done to an audio tape, and is not strenuous, but is designed to strengthen muscles. We started this program in November 1986, and it has been well attended.

At this time, I want to thank Jan Smith who has covered for me over the years, when I was unable to be there. She was there for us. *Thank you, Jan!*

NEW ADDRESS FOR WATER PAYMENTS

Mail Water Payments to:

FLE

P.O. Box 120188

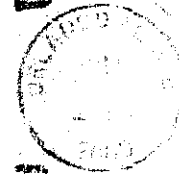
Ft. Lauderdale, FL 33312-0004

Our office will not accept water payments

IN THIS ISSUE

- PG. **1** Management News, Senior Exercise, FDA Approves New Arthritis Drug
- PG. **2** Thank You's, Visitors, Cribbage, Gardening, Pool Room
- PG. **3** Beautification Committee, Calendar of Events
- PG. **4** Birthdays & Anniversaries
- PG. **5** Memorials, Food, Safety Tips, Golf, Reminders
- PG. **6** Classifieds, New Staff, Emergency Numbers

LABRADOR SERVICES, INC
39 TREASURE CIRCLE
SEBASTIAN FL 32958



C. CLARK
5856 NAPLES DRIVE
ZEPHYRHILLS FL 33540

33540/8373

*FLENS
Member*



99075305

29

0304
4/18/99
2/N

MEMORANDUM OF LEASE

Rcpt: 335607 Rec: 19.50
DS: 0.00 IT: 0.00
06/15/99 Dpty Clerk
JED PITTMAN, PASCO COUNTY CLERK
06/15/99 10:09am 1 of 4
OR BK 4-170 PG 861

THIS MEMORANDUM OF LEASE between FOREST LAKE ESTATES CO-OP, INC., a Florida corporation not-for-profit (hereinafter referred to as "Lessor") and LABRADOR SERVICES, INC., a Florida corporation (hereinafter referred to as "Lessee"), dated this ___ day of June, 1999. The substantive terms and conditions as set forth in an unrecorded Lease between the parties are as follows:

1. Grant of Lease: Lessor demises and leases unto Lessee the Real Property described in Exhibit "A" attached hereto and made a part hereof (the "Leased Premises").
2. Leased Premises: The Leased Premises are described as follows: See Exhibit "A" attached hereto and made a part hereof.
3. Use of property: Operation of water plant and wastewater treatment plant and related production, storage, collection, transmission, distribution, and disposal systems.
4. Term of Lease: Ninety nine (99) years as to parcels one and two of the Leased Premises and thirty (30) years as to parcel three of the Leased Premises, unless earlier terminated as set forth in the unrecorded Lease of even date.
5. Construction: This Memorandum of Lease is not a complete summary of the unrecorded Lease described above. The provisions in this Memorandum should not be used in interpreting the Lease. In the event of conflict between this Memorandum and the unrecorded Lease, the provisions of the unrecorded Lease shall control.

Dated June 10th, 1999.

WITNESSES:

Lynn V. Cravey
Print name: Lynn V. Cravey

Bonnie R. Dudley
Print name: Bonnie R. Dudley

"LESSOR"

FOREST LAKE ESTATES CO-OP, INC.,
a Florida not-for-profit corporation

By: [Signature]
Print: EDGAR C IRVING
Title: PRESIDENT

PREPARED AND RETURN TO:
Richard S. Webb, IV., Esq.
Lutz, Webb & Bobo, P.A.
2 North Tamiami Trail, Suite 500
SPARSBORO, FL 34236

R David S. Bernstein Esq.

"LESSEE"

Lynn V. Cravey
Print name: Lynn V. Cravey

Kelly J. McKinlay
Print name: KELLY J. MCKINLAY

LABRADOR SERVICES, INC.,
a Florida corporation

By: [Signature]
Print: HENRY VILAO
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of June, 1999,
by Edgar C. Irving, as President, of FOREST LAKE ESTATES CO-
OP, INC., on behalf of the corporation

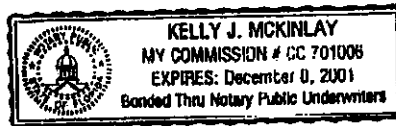
who is personally known to me,
 who has produced _____ as identification

and who did take an oath, and who acknowledged to and before me that he executed the same freely
and voluntarily for the purposes therein expressed on behalf of the corporation.

(Notary seal)

Kelly J. McKinlay
NOTARY PUBLIC
Print

State of Florida at Large (Seal)
My Commission Expires:



STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of June, 1999, by Henri Viou, as President, of LABRADOR SERVICES, INC., on behalf of the corporation

who is personally known to me,
 who has produced _____ as identification

and who did take an oath, and who acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein expressed on behalf of the corporation.

(Notary seal)

Kelly J. McKinlay
NOTARY PUBLIC

Print _____
State of Florida at Large (Seal)
My Commission Expires:



PARCEL I:

4 of 4

(Sewer Treatment Plant)

A tract of land lying in Sections 5 and 8, Township 26 South, Range 22 East, Pasco County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 5, also being the Northwest corner of said Section 8; thence S 01°04'30" W, along the West boundary of said Section 8, a distance of 1030.84 feet; thence S 89°55'55" E, a distance of 2097.29 feet; thence N 00°00'38" W, a distance of 563.80 feet; thence N 85°54'31" W, a distance of 45.44 feet to the Point of Beginning; thence continue N 85°54'31" W, a distance of 65.42 feet; thence N 41°22'21" W, a distance of 513.27 feet; thence N 39°53'40" E, a distance of 187.85 feet; thence N 36°26'57" E, a distance of 162.61 feet; thence N 30°54'52" E, a distance of 120.54 feet; thence N 25°23'43" E, a distance of 52.02 feet; thence S 83°04'07" E, a distance of 103.78 feet; thence S 00°00'38" E, a distance of 802.65 feet to the Point of Beginning.

PARCEL II:

(Water Treatment Plant)

Commence at the West ¼ Corner of Section 5, Township 26 South, Range 22 East, Pasco County, Florida; run thence S 00°35'43" W, along the West boundary of the Southwest ¼ of said Section, 210.43 feet; thence N 89°54'15" E, 996.51 feet for a Point of Beginning; thence continue N 89°54'15" E, 265.94 feet; thence S 00°02'02" E, 5.16 feet; thence S 37°13'59" E, 54.81 feet; thence S 45°07'40" W, 192.77 feet; thence N 53°48'08" W, 201.31 feet; thence N 00°02'02" W, 65.76 feet to the Point of Beginning.

PARCEL III:

The Southeast ¼ of the Southwest ¼, and the South ½ of the Northeast ¼ of the Southwest ¼ of Section 32, Township 25 South, Range 22 East, Pasco County, Florida; LESS that part thereof within any railroad rights-of-way.

EXHIBIT A

3/12
6

2000041507

This Instrument Prepared By and Return to:

Rcpt: 403678 Rec: 28.50
DS: 0.00 IT: 0.00
04/04/00 Dpty Clerk

R

DAVID S. BERNSTEIN, ESQ.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
Post Office Box 14034
St. Petersburg, FL 33733
Seventh Floor
150 Second Avenue North, St. Peter 33701

JED PITTMAN, PASCO COUNTY CLERK
04/04/00 10:58am 1 of 6
OR BK 4341 PG 1086

Space above this line for recorder's use only

AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE (this "Amendment") is entered into effective as of June 10, 1999, between FOREST LAKE ESTATES CO-OP, INC., a Florida not-for-profit corporation, as Lessor, and LABRADOR SERVICES, INC., a Florida corporation, as Lessee, and amends that certain Memorandum of Lease executed by Lessor and Lessee on June 10, 1999, and recorded on June 15, 1999, in Recorded in Official Records Book 4170 at Page 861, of the Public Records of Pasco County, Florida, as follows:

1. The following Paragraph 6 is added to the Memorandum of Lease:

6. Mechanic's Liens: Pursuant to the terms of the Lease Agreement, Lessee shall not do or suffer anything to be done whereby the Leased Premises may be encumbered by a mechanic's lien, and shall, whenever a mechanic's lien is filed against the Leased Premises purporting to be for labor, materials or services furnished or to be furnished to or on behalf of Lessee, discharge or remove the same of record. Notice is hereby given that Lessor's interest in the Leased Premises shall not be subject to mechanic's liens; that Lessor shall not be liable for any labor, materials or services furnished or to be furnished to or on behalf of Lessee upon credit; and that no mechanic's or other liens for such labor, materials or services shall be attached to or effect any interest of Lessor in the Leased Premises. Pursuant to this notice, Lessee shall notify all its contractors and subcontractors that liens shall not attach to the Leased Premises, pursuant to Chapter 713.10, Florida Statutes.

2. Ratification. Except as herein modified, the Memorandum of Lease shall remain unmodified and in full force and effect.

3. Counterpart/Facsimile Execution. This Amendment may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and counterpart signatures shall be considered, for all purposes, as an original.

Space above this line for recorder's use only

IN WITNESS WHEREOF, this Amendment to Memorandum of Lease has been executed by the parties on the date set forth below.

WITNESSES:

[Signature]
Print Name: H. IRVING

[Signature]
Print Name: Darleen Van Hove

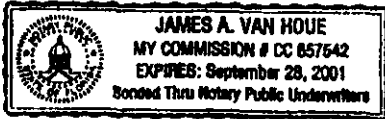
FOREST LAKE ESTATES CO-OP, INC., a Florida not-for-profit corporation

By: [Signature]
EDGAR C. IRVING, President
6429 Forest Lake Drive
Zephyrhills, FL 33540

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing Amendment to Memorandum of Lease was sworn to and acknowledged before me this 26 day of ~~November~~ ^{MARCH}, 1999, by EDGAR C. IRVING, who is personally known to me, as President of FOREST LAKE ESTATES CO-OP, INC., a Florida not-for-profit corporation, on behalf of said corporation.

My Commission Expires:



[Signature]
Print Name: JAMES A. VAN HOVE
NOTARY PUBLIC

WITNESSES:

Print Name: _____

Print Name: _____

LABRADOR SERVICES, INC., a Florida corporation

By: _____
HENRY VIAU, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing Amendment to Memorandum of Lease was sworn to and acknowledged before me this _____ day of November, 1999, by HENRY VIAU, who is personally known to

Space above this line for recorder's use only

me, as President of LABRADOR SERVICES, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires:

Print Name: _____
NOTARY PUBLIC

This Instrument Prepared By and Return to:

R DAVID S. BERNSTEIN, ESQ.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
Post Office Box 14034
St. Petersburg, FL 33733
Seventh Floor
150 Second Ave. North, St. Pete 33701

Space above this line for recorder's use only

AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE (this "Amendment") is entered into effective as of June 10, 1999, between FOREST LAKE ESTATES CO-OP, INC., a Florida not-for-profit corporation, as Lessor, and LABRADOR SERVICES, INC., a Florida corporation, as Lessee, and amends that certain Memorandum of Lease executed by Lessor and Lessee on June 10, 1999, and recorded on June 15, 1999, in Recorded in Official Records Book 4170 at Page 861, of the Public Records of Pasco County, Florida, as follows:

1. The following Paragraph 6 is added to the Memorandum of Lease:

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Space above this line for recorder's use only

IN WITNESS WHEREOF, this Amendment to Memorandum of Lease has been executed by the parties on the date set forth below.

WITNESSES:

FOREST LAKE ESTATES CO-OP, INC., a Florida not-for-profit corporation

Print Name: _____

By: _____

Print Name: _____

EDGAR C. IRVING, President
6429 Forest Lake Drive
Zephyrhills, FL 33540

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing Amendment to Memorandum of Lease was sworn to and acknowledged before me this ____ day of November, 1999, by EDGAR C. IRVING, who is personally known to me, as President of FOREST LAKE ESTATES CO-OP, INC., a Florida not-for-profit corporation, on behalf of said corporation.

My Commission Expires:

Print Name: _____

NOTARY PUBLIC

WITNESSES:

LABRADOR SERVICES, INC., a Florida corporation

Print Name: For Van Mauburn

By: _____

Print Name: SHIRLEY CANDELL

HENRY VIAU, President
2501 SE 9th Street
Pompano Beach, FL 33062

STATE OF FLORIDA
COUNTY OF Duval

The foregoing Amendment to Memorandum of Lease was sworn to and acknowledged before me this 30th day of November, 1999, by HENRY VIAU, who is personally known to

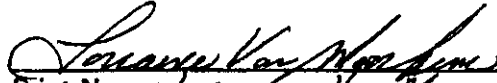
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me, as President of LABRADOR SERVICES, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires:



LORRAINE VAN MOORHEM
Notary Public, State Of Florida
My Commission Expires August 4, 2001
Commission No. CC 668958


Print Name: LORRAINE VAN MOORHEM
NOTARY PUBLIC

598773



Rept: 411419 Rec: 10.50
DS: 0.00 IT: 0.00
05/05/00 Dpty Clerk

This Instrument Prepared By and Return to:

DAVID S. BERNSTEIN, ESQ.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
Post Office Box 14034
St. Petersburg, FL 33733

JED PITTMAN, PASCO COUNTY CLERK
05/05/00 11:00am 1 of 2
OR BK 4361 PG 1732

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JOINDER OF MORTGAGEE

RESIDENT CO-OP FINANCE, LLC., a Florida limited liability company, its successors and/or assigns ("Mortgagee") is the owner and holder of that certain second mortgage executed by FOREST LAKE ESTATES CO-OP., INC., a Florida not-for-profit corporation ("Mortgagor"), dated June 9, 1999, and recorded on June 15, 1999, in Official Records Book 4170 at Page 774, of the Public Records of Pasco County, Florida (the "Mortgage"), encumbering the real property owned by Mortgagor.

Mortgagor has entered into that certain Lease Agreement for Water and Wastewater Treatment Facilities (the "Lease") with LABRADOR SERVICES, INC., a Florida corporation ("Lessee"), dated as of June 9, 1999, a Memorandum of which was recorded on June 15, 1999, in Official Records Book 4170 at Page 861, of the Public Records of Pasco County, Florida, which Lease encumbered that portion of the Real Property described in Exhibit "A" (the "Leasehold Property") to the Lease, and Mortgagee does hereby certify that it has reviewed the Lease and by causing these premises to be duly and properly executed on its behalf and on behalf of its successors and assigns does evidence and confirm its consent and approval to Section 17 of the Lease. This Joinder shall be binding upon the Mortgagee, its successors and assigns, and shall inure to the benefit of the parties to the Lease, their successors and assigns.

WITNESSES:

RESIDENT CO-OP FINANCE, LLC., a Florida limited liability company

By: CP LIMITED PARTNERSHIP, a Maryland limited partnership authorized to transact business in the State of Florida as CHATEAU COMMUNITIES LIMITED PARTNERSHIP

By: CHATEAU COMMUNITIES INC., a Maryland corporation, authorized to transact business in the State of Florida, its authorized General Partner

Print Name: Susan Towal

Print Name: Diane L. Kern

By:
RONALD M. MORRIS
Vice President
6160 South Syracuse Way
Greenwood Village, CO 80111

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STATE OF FLORIDA
COUNTY OF PINELLAS *HILLSBOROUGH*

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared RONALD M. MORRIS as Vice President of CHATEAU COMMUNITIES INC., a Maryland corporation, authorized to transact business in the State of Florida, in its capacity as authorized General Partner of CP LIMITED PARTNERSHIP, a Maryland limited partnership authorized to transact business in the State of Florida as CHATEAU COMMUNITIES LIMITED PARTNERSHIP, in its capacity as authorized General Partner of RESIDENT CO-OP FINANCE, LLC., a Florida limited liability company, and who is personally known to me to be the person described in and who executed the foregoing Joinder of Mortgage, and acknowledged before me that he executed the same as such officer and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 10 day of ~~March~~ ^{APRIL}, 2000.

My Commission Expires: *10/12/03*

Susan L. Kowal
Print Name: Susan L. Kowal
NOTARY PUBLIC

