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DANIEL B. HARRELL

December 14, 2001

Director, Division of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Tropical Isles Utilities Corporation (St. Lucie County, Florida)

PSC Docket No. 011634-SU

Our File No. 1070-002

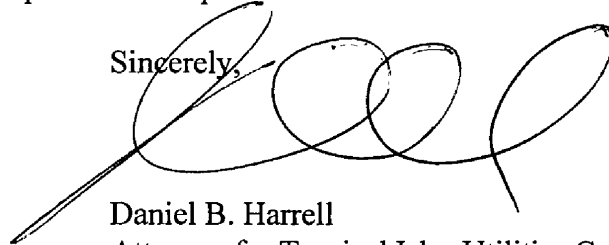
Dear Sir or Madam:

Ms. Patricia Brady has requested the filing of certain documents related to Tropical Isles Utilities Corporation, a member-owned utility that has acquired from Florida Water Services Corporation the wastewater system (treatment plant and attendant assets) serving the Tropical Isles Mobile Home Park in St. Lucie County. Enclosed please find three copies of each of the following documents:

- Original bylaws of the Corporation
- An amendment to the bylaws increasing the number of directors to five
- The operating policies and procedures and form of wastewater service agreement

Please advise if you have any question or require additional information.

Sincerely,



Daniel B. Harrell
Attorney for Tropical Isles Utilities Corporation

DBH/v

Enclosures

cc: Mr. Roger Shacket (w/o enclosures)
Ms. Patricia Brady (w/o enclosures)

SHA 1070002 Pub Serv Comm LTR.wpd 12/14/01 7:46 am

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**CONSENT TO ACTION TAKEN IN LIEU OF ORGANIZATION MEETING
OF DIRECTORS NAMED IN THE ARTICLES OF INCORPORATION
OF TROPICAL ISLES UTILITIES, INC.**

The undersigned, being the Directors named in the Articles of Incorporation, pursuant to Sections 617.0821 and 617.0205 of the Florida Not for Profit Corporation Act, hereby consent to and ratify the action taken to organize the corporation as hereafter stated:

The Articles of Incorporation filed on July 3, 2000, with the Secretary of State of the State of Florida were approved and inserted in the record book of the corporation.

The persons whose names appear below were appointed officers of the corporation to serve for a period of one (1) year and thereafter until their successors are appointed or elected and shall qualify:

President:	Roger Shackel
Vice President:	Louis G. McGough
Secretary/Treasurer:	Donna M. Nickel

Bylaws, consisting of fifteen (15) articles, regulating the conduct of the business and affairs of the corporation as prepared by Daniel B. Harrell, counsel for the corporation, were adopted and inserted in the record book.


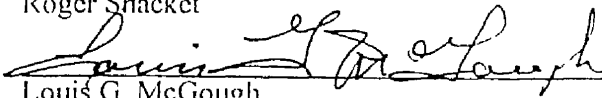
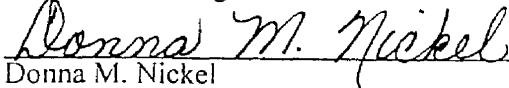
The seal, an impression of which appears in the margin of this consent, was adopted as the corporate seal of the corporation.

[Seal]

The President and Secretary were authorized to open bank accounts with such banks as the Directors shall elect, and resolutions for that purpose on the printed forms of said banks were adopted or authorized for adoption and inserted in the record book.

The President was authorized to designate the principal office of the corporation in the State of Florida as the office for service of process on the corporation, and to designate such further agents for service of process within or without the State of Florida as is in the best interests of the corporation. The President was further authorized to execute any and all certificates or documents to implement the above.

Dated this 13th day of July, 2001.


_____ Roger Shackel

_____ Louis G. McGough

_____ Donna M. Nickel

A true copy of each of the following documents referred to in the foregoing Consent is appended hereto.

Articles of Incorporation
Certificate of Incorporation
Bylaws
Resolution(s) designating depository(ies) of funds

BYLAWS OF TROPICAL ISLES UTILITIES CORPORATION

Article I. Purposes and Powers

The purposes for which this Corporation is formed, and the powers that it may exercise, are set forth in the Articles of Incorporation of the Corporation.

Article II. Name and Location

Section 1. The name of this Corporation is TROPICAL ISLES UTILITIES CORPORATION.

Section 2. The principal office of this Corporation shall be located in Fort Pierce, St. Lucie County, Florida, but the corporation may maintain offices and places of business at such other places within the State as the Board of Directors may determine.

Article III. Seal

Section 1. The seal of the Corporation shall have inscribed thereon the name of the Corporation and the year of its organization, and shall contain the words "Corporation Not For Profit."

Section 2. The Secretary of the Corporation shall have custody of the seal.

Section 3. The seal may be used by causing it or a facsimile thereof to be impressed or reproduced or otherwise affixed to a document.

Article IV. Fiscal Year

The fiscal year of the Corporation shall begin the first day of January in each year.

Article V. Membership

Section 1. It is the intent of the Corporation to provide service solely to its members. The members of the Corporation are those persons, as defined by Florida law, who have an account with the Corporation for wastewater services and accept responsibility for service and payment obligations. Any person having reasonable access to the wastewater system and who is in need of wastewater or other services operated by the Corporation may be admitted to membership upon acquiring an account by signing such agreements for service as may be provided and required by the Corporation; provided that no person shall be entitled to service who is not a member, and no person otherwise eligible shall be permitted to acquire an account with the Corporation if the capacity of the Corporation's wastewater system is exhausted by the needs of its existing members. There shall

be no membership fee as such, provided that the Corporation may charge initial connection and other fees upon the issuance or acquisition of each account.

Section 2. Each connection for the services rendered by the Corporation shall entitle the account holder for such connection to one account, subject to Section 1 of this Article.

Section 3. At any meeting of the members of the Corporation, each member shall be entitled to only one vote upon each matter submitted to a vote, regardless of the number of accounts held, provided the member is in good standing for all accounts held.

Section 4. In case of the death of a member, or if a member ceases to be eligible for membership, or a member fails to comply with the Bylaws, or Rules and Regulations of the Corporation, the Board of Directors may terminate his or her membership by resolution of the Board. A transfer or termination by a member of all accounts held by such member shall terminate such member's membership. Any member whose membership is terminated for cause, other than ceasing to be eligible, may appeal the action of the Board of Directors to the members at their next regular or special meeting. Thereafter such member shall be reinstated by the issuance of a new account only upon such conditions as the Board of Directors may deem necessary or appropriate. Termination of such membership shall result in a disconnection of wastewater service to the member. Termination shall not result in forfeiture of a member's entitlement to any patronage refund resulting from status as a member pursuant to Article XII of these Bylaws. However, any such refund shall have deducted from it any debt or obligation owed the Corporation by the member.

Section 5. The officers and employees authorized by the Board of Directors may terminate the accounts of members who fail to keep their accounts in good standing in compliance with the Rules and Regulations of the Corporation or the requirements of their service and payment obligations. Termination of members' accounts shall result in termination of membership in the Corporation.

Article VI. Membership Accounts

Section 1. This Corporation shall not have capital stock, but membership shall be represented by accounts.

Section 2. Membership in the Corporation shall be in accordance with and subject to the conditions and restrictions stipulated in the Articles of Incorporation and Bylaws of the Corporation, and amendments to the same heretofore or hereafter made. Transfers of membership shall be made only upon the books of the Corporation, only to persons eligible to become members, all as more fully set forth in the Articles of Incorporation and Bylaws of the Corporation.

Section 3. All transfers of accounts shall be made upon the books of the Corporation upon termination of the accounts covering the same by the holders thereof or by their legal

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Section 3. All transfers of accounts shall be made upon the books of the Corporation upon termination of the accounts covering the same by the holders thereof or by their legal

representatives but only to persons eligible to become members and only when such persons accept responsibility for service and payment obligations.

Section 4. Each member agrees to sign such Wastewater Service Agreements as the Corporation shall from time to time provide and require.

Article VII. Meetings of Members

Section 1. The annual meeting of the members of this Corporation shall be held at the Clubhouse, Tropical Isles Mobile Home Park, 281 Tropical Isles Circle, Fort Pierce, St. Lucie County, Florida, on July 1st of each year, if not a legal holiday, or if a legal holiday, on the next business day following. The place and time of the annual meeting may be changed by the Board of Directors giving notice thereof to each member not less than ten (10) days in advance thereof.

Section 2. Special meetings of the members may be called at any time by the action of the Board of Directors and such meeting must be called by the President whenever a petition requesting such meeting is signed by at least ten (10) percent of the members and presented to the President or to the Board of Directors. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted except such as specified in the notice.

Section 3. Notice of any special meeting of members of the Corporation may be given by a notice mailed to each member of record, directed to the address shown upon the books of the Corporation, not less than ten nor more than fifty (50) days prior to the meeting. Such a notice shall state the day and hour, place and purpose of the special meeting. No notice of the annual meeting shall be required.

Section 4. Each member shall have only one vote upon each matter submitted to a vote at a meeting of the members and the vote of each member shall be equal to that of every other member. Voting by proxy shall be permitted.

Section 5. Directors of this Corporation shall be elected at the annual meeting of the members. No cumulative voting shall be allowed.

Section 6. The order of business at the regular meetings and, so far as possible at all other meetings, shall be:

- A. Calling to order and report of Secretary as to number
- B. Proof of notice of meeting, if required
- C. Reading and action on any unapproved minutes
- D. Reports of officers and committees
- E. Election of directors
- F. Unfinished business
- G. New business

H. Adjournment

Article VIII. Directors and Officers

Section 1. The business and affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors of this Corporation shall consist of three (3) members. At each annual meeting the members of the Corporation shall elect for a term of three (3) years the number of directors whose term of office have expired. Except as provided in Section 2 of this Article, no person shall be eligible to become or remain a Director of the Corporation who:

A. Is not a member of the Corporation;

B. Is a relative of a Director. "Relative" here shall mean an individual who is related to another Director as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. Directors who are relatives, as defined herein, at the time this Bylaw is enacted, shall be entitled to remain in office for the balance of their terms.

In the event two or more relatives are simultaneously elected to the Board, all relatives, with the exception of the individual receiving the largest number of votes shall be disqualified from the election and the seat vacated by the disqualification shall be awarded to the non-relative with the next largest number of votes.

Section 2. Notwithstanding any other provision of these Bylaws, so long as the Standby Operating Agreement by and between Maurice Shackel and Neil Spizizen, as tenants in common, doing business as Tropical Isles Mobile Home Park ("TIMHP"), and the Corporation, dated as of _____, 2001, remains in effect, one Director of the Corporation shall at all times be a representative of and appointed by TIMHP.

Section 3. The Board of Directors shall meet within ten (10) days after the annual election of directors and shall elect a President and Vice-President from among themselves and a Secretary and a Treasurer, who need not be a member of the Board of Directors, each of whom shall hold office until the next annual meeting and until election and qualification of his or her successor unless sooner removed by death, resignation or for cause.

Section 4. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, except by removal from office, a majority of the remaining directors, though less than a quorum shall, by a majority vote, choose a successor who shall hold office until the next regular meeting of the members of the Corporation at which time the members shall elect a director for the unexpired term provided that in the call of such regular meeting a notice of such election shall be given.

Section 5. A majority of the Board of Directors shall constitute a quorum at any meeting of the Board.

Section 6. Compensation of officers may be fixed at any regular or special meeting of the Board of Directors. Directors shall receive no compensation for their service as such.

Section 7. Officers and directors may be removed from office for good cause in the following manner:

A. Any member, officer or director may present charges against a director or officer by filing them in writing with the Secretary of the Corporation. If presented by a member, the charges must be accompanied by a petition signed by ten percent of the members of the Corporation.

B. Such removal shall be voted on at the next regular or special meeting of the members present. The director or officer against whom such charges have been presented shall be informed, in writing, of such charges, no less than five days prior to the meeting; the person or persons presenting such charges shall have the opportunity at such meeting to be heard in person or by counsel and to present witnesses and the person against whom the charges are made shall have the same opportunity. If the removal of a director is approved, such action shall also vacate any other office held by the removed director in the Corporation. A vacancy in any office thus created shall be filled by the directors from among their number so constituted after the vacancy in the Board has been filled.

C. A Director cannot miss more than one-quarter (25 percent) of total regular meetings unless due to special circumstances. A Director may be reinstated for good cause shown. If a Director is absent four (4) or more regular board meetings in succession, he or she will be disqualified and will be automatically removed from office. In such case, the removed Director may be reinstated by action of the Board of Directors for good cause shown.

Section 8. Every Director and Officer of the Company shall be indemnified by the Company to the full extent permitted by law against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her, in connection with any proceedings or any settlement thereof regardless of whether the acts leading to such proceedings occurred before or after the date of adoption of this Bylaw, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that all settlements must be approved by the Board of Directors as being in the best interests of the Corporation.

Section 9. No Director, Officer, or employee of the Corporation to whom authority to employ, promote, or advance individuals has been delegated, shall employ, promote, or advance, in or to a position in the Corporation, any individual who is a relative (as defined in Article VIII, Section 1, of these Bylaws) of the Officer, Director, or employee.

Article IX. Duties of Directors

Section 1. The Board of Directors, subject to restrictions of law, the Articles of Incorporation, or these Bylaws, shall exercise all of the powers of the Corporation, and without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board of Directors shall have, and are hereby given, full power and authority (to be exercised by resolution duly adopted by the Board) in respect to the matters and as herein after set forth:

A. To select and appoint all officers, agents, or employees of the Corporation or remove such agents or employees of the Corporation for just cause, prescribe such duties and designate such powers as may not be inconsistent with these Bylaws, fix their compensation and pay for faithful services.

B. To borrow from any source, money, goods, or services and to make and issue notes and other negotiable and transferable instruments, mortgages, deed of trust, and trust agreements and to do every act and thing necessary to effectuate the same.

C. To prescribe, adopt, and amend, from time to time, such equitable uniform rules and regulations as, in their discretion, may be deemed necessary, or convenient for the conduct of the business and affairs of the Corporation and the guidance and control of its officers and employees, and to prescribe penalties for the breach thereof

D. To order, at least once each year, an audit of the books and accounts of the Corporation by a competent certified public accountant. The report prepared by such accountant shall be submitted to the members of the Corporation at their annual meeting, together with a proposed budget for the ensuing year. Copies of such audits and budgets shall be submitted to any parties as may be required by other agreements.

E. To fix the charges, rates and connection fees, to be paid by each member for services rendered by the Corporation to him, the time of payment and the manner of collection.

F. To require all officers, agents and employees charged with responsibility for the custody of any of the funds of the Corporation to give adequate bonds the cost thereof to be paid by the Corporation, and it shall be mandatory upon the directors to so require.

G. To select one or more banks or savings and loan associations, to act as depositories of the funds of the Corporation and to determine the manner of receiving.

depositing and disbursing the funds of the Corporation and the form of checks and the person or persons by whom the same shall be signed, with the power to change such banks or savings and loan associations and the person or persons signing such checks and the form thereof at will, except that no bank or savings and loan association may be so designated unless such deposits are protected by an agency of the United States of America, such as the Federal Deposit Insurance Corporation or similar agency.

H. With the approval of the majority of the members present at any regular or special meeting, to levy assessments against the membership of the Corporation and to enforce the collection of such assessments by the termination of delinquent memberships. The Board of Directors shall have the option to terminate any memberships on which assessment was due, provided that the Corporation must give the member at least thirty days written notice at the address of the member on the books of the Corporation, of its intention to terminate the membership if the assessment is not paid.

Article X. Duties of Officers

Section 1. President. The President shall preside over all meetings of the Corporation and the Board of Directors, call special meetings of the members and of the Board of Directors, perform all acts and duties usually performed by an executive and presiding officer, and sign all papers of the Corporation as he may be authorized or directed to sign by the Board of Directors, provided the Board of Directors may authorize any person to sign any or all checks, contracts, and other instruments in writing on behalf of the Corporation. The President shall perform such other duties as may be prescribed by the Board of Directors.

Section 2. Vice President. In the absence or disability of the President, the Vice-President shall perform the duties of the President, provided, however, that in case of death, resignation, or disability of the President, the Board of Directors may declare the office of President vacant and elect a successor.

Section 3. Secretary. The Secretary shall keep a complete record of all meetings of the Corporation and of the Board of Directors and shall have general charge and supervision of the books and records of the Corporation. The Secretary shall sign all papers pertaining to the Corporation as authorized or directed to do so by the Board of Directors. The Secretary shall serve all notices required by law and by these Bylaws and shall make a full report of all matters and business pertaining to this office to the members at the annual meeting. The Secretary shall keep the corporate seal, records of the Corporation, and affix said corporate seal to all papers requiring seal. The Secretary shall keep a proper membership record, showing the name of each member of the Corporation, address and date membership began, surrender, cancellation, or forfeiture. The Secretary shall make all reports required by law and shall perform such other duties as may be required of him or her by the Corporation or the Board of Directors. Upon the election of his or her successor, the Secretary shall turn over all books and other property belonging to the Corporation that he or she may have in his or her possession.

Section 4. Treasurer. The Treasurer shall perform such duties with respect to the finances of the Corporation as may be prescribed by the Board of Directors.

Article XI. Benefits and Duties of Members

Section 1. The Corporation will install, maintain, and operate a wastewater transmission system and appurtenant facilities to its treatment plant from the property line of each member qualifying for wastewater service from the Corporation. The cost of the wastewater system to the property lines of the members shall be paid by the Corporation.

Section 2. Each member shall be entitled to purchase from the Corporation, pursuant to such agreements as may from time to time be provided and required by the Corporation, such wastewater service for domestic, commercial, agricultural, industrial, or other purposes as a member may desire, subject, however, to the provisions of the Bylaws, the Corporation's tariffs, and to such rules and regulations as may be prescribed by the Board of Directors. Each member shall be entitled to have a single service line for each account only such wastewater service as may be necessary to meet the needs of such member, including his or her family, business, agricultural, or industrial requirements. The charges for such wastewater service shall be determined separately for each account.

Section 3. In the event the total wastewater service shall be insufficient to meet all of the needs of the members, the Corporation may prorate the service available among the various members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering the use of wastewater service for commercial, agricultural, or industrial purposes by particular members and require adherence thereto or prohibit the use of wastewater service for commercial, agricultural, or industrial purposes; provided that if at any time the total wastewater service shall be insufficient to meet all of the needs of all of the members for domestic, livestock, commercial, agricultural, or industrial purposes, the Corporation must first satisfy all of the members for domestic purposes before supplying any wastewater service for livestock purposes and must satisfy all of the needs of all of the members for domestic and livestock purposes before supplying any wastewater service for commercial and industrial purposes.

Section 4. The Board of Directors shall be authorized to require each member to enter into a Wastewater Service Agreement which shall embody the principles set forth in the foregoing sections of this article.

Section 5. The Corporation may install, buy, maintain, supervise, and operate one or more wastewater plants to service that certain mobile home park located in St. Lucie County, Florida, known as Tropical Isles Mobile Home Park in a lawful manner. Each member shall be entitled to purchase wastewater service from the Corporation, pursuant to such agreements as may from time to time be provided and required by the Corporation; subject, however, to availability, proximity to wastewater facilities, the provisions of these Bylaws, and such Rules and Regulations as may be prescribed by the Board of Directors. Each member receiving wastewater service shall

be entitled to the same benefits as other members including credit for capital furnished through patronage of the wastewater system. The Corporation will install, maintain, and operate the main collection and transmission lines connecting the customer service lines to the treatment and disposal facilities operated by the Corporation.

Article XII. Not-for-Profit Corporation

Section 1. The Corporation shall at all times be operated on a cooperative not-for-profit basis for the mutual benefits of its members. No interest or dividends shall be paid or payable by the Corporation on any capital furnished by its members. The income of the Corporation shall be used solely to cover losses and expenses, with any excess being returned to the members or retained for future losses and expenses.

Section 2. In the furnishing of wastewater and other services, the Corporation's operations shall be so conducted that all members will, through their patronage, furnish capital for the Corporation. In order to induce patronage and to assure that the Corporation will operate on a not-for-profit basis the Corporation is obligated to account on a patronage basis to all its members for all amounts received and receivable from the furnishing of wastewater or other services in excess of operating costs and expenses properly chargeable against the furnishing of such services. All such amounts in excess of operating costs and expenses at the moment of receipt by the Corporation are received with the understanding that they are furnished by the members as capital.

Section 3. The Corporation is obligated to pay by credits to a capital account for each member all such amounts in excess of operating costs and expenses. The books and records of the Corporation shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account of each member, and the Corporation shall within a reasonable time after the close of the fiscal year notify each member of the amount of capital so credited to his or her account; provided that individual notices of such amounts furnished by each member shall not be required if the Corporation notifies all members of the aggregate amount of such excess and provides a clear explanation how each member may compute and determine for himself the specific amount of capital so credited to him. All such amounts credited to the capital accounts of any member shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so and the member had then furnished the Corporation corresponding amounts for capital.

Section 4. All amounts received by the Corporation from its operations on or prior to December 31, 2001, in excess of costs and expenses and not used to offset losses in calendar year 2001 shall be allocated equally to the members as of December 31, 2001, and any amount so allocated shall be credited to the capital accounts of such members.

Section 5. All other amounts received by the Corporation from its operations in excess of costs and expenses shall, insofar as permitted by law, be (a) used to offset any losses incurred

during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated to its members on a patronage basis and any amount so allocated shall be included as part of the capital credited to the accounts of members, as herein provided.

Section 6. In the event of dissolution or liquidation of the Corporation, after all its outstanding indebtedness shall have been paid, outstanding capital credits shall be retired without priority on a prorata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Corporation will not be impaired thereby, the capital then credited to the members' accounts and the accounts of former members may be retired in full or in part. Any such retirements of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Corporation being first retired.

Section 7. Capital credited to the account of each member shall be assignable only on the books of the Corporation pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such member's premises served by the Corporation unless the Board, acting under policies or general application, shall determine otherwise.

Section 8. Notwithstanding any other provision of these Bylaws, the Board of Directors at its discretion, shall have the power at any time upon the death of any member, if the legal representatives of the member's estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these Bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the Board of Directors, acting under policies of general application, and the legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the Corporation will not be impaired thereby.

Section 9. The members of the Corporation, by dealing with the Corporation, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Corporation and each member, and both the Corporation and the members are bound by such contract, as fully as though each member had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the Bylaws shall be called to the attention of each member of the Corporation by posting in a conspicuous place in the Corporation's office.

Article XIII. Distribution of Surplus Funds Upon Dissolution

Section 1. Upon the Corporation's dissolution, after (a) all debts and liabilities of the Corporation shall have been paid, and (b) all capital furnished through patronage shall have been retired as provided in these Bylaws, the remaining property and assets of the Corporation shall be distributed without priority among the members and former members in the proportion which the patronage of each member or former member from and after January 1, 2001, bears to the total

patronage of all members and former members from and after such date, to the date of such dissolution.

Section 2. Before making a distribution to members and former members, if any gain is realized upon dissolution from the sale of any appreciated asset, such gain shall be distributed to all persons who were members during the period the asset was owned by the Corporation in the proportion each such member's patronage bears to the total patronage of all members during such period.

Article XIV. Conflicts

In the event of any conflict between the provisions of the Articles of Incorporation of the Corporation and these Bylaws, the provisions of the Articles of Incorporation shall prevail.

Article XV. Amendments to Bylaws

Section 1. These Bylaws may be repealed or amended by a vote of a majority of the members present at any regular meeting of the Corporation at which a quorum is present, or at any special meeting of the Corporation called for that purpose, notice of which was mailed at least thirty (30) days prior to such meeting.

Section 2. These Bylaws may also be amended or repealed at any meeting of the Board of Directors by the affirmative vote of not less than a majority of the Directors present at a meeting at which a quorum is present, provided notice of such meeting containing a copy of the proposed amendment shall have been given to the Directors not less than five nor more than ninety (90) days prior thereto; provided, however, that the Board of Directors shall not have the power to alter, amend, or repeal provisions of these Bylaws or adopt new bylaw provisions directly relating to the election of the Board of Directors.

Section 3. Any Bylaw provision adopted by the Board of Directors may be altered, amended, or repealed and new provisions adopted by the members in the manner set forth above. The members may prescribe that any Bylaw provision adopted by them shall not be altered, amended, or repealed by the Board of Directors.

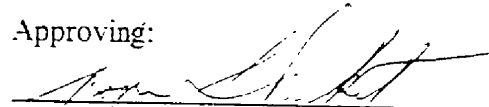
Section 4. Notwithstanding any other provision of these Bylaws, so long as the Standby Operating Agreement referenced in Article VIII, Section 2, remains in effect, no amendment shall be effective to alter, amend, or repeal such provision unless approved by the Director who is the representative of and appointed by TIMHP.

ADOPTION

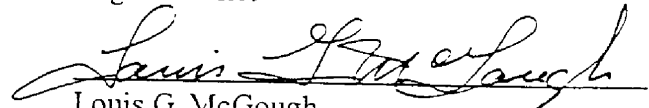
Adopted by the Board of Directors by resolution and consent on July 13, 2001.

DIRECTORS:

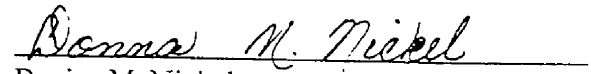
Approving:



Roger Shacket



Louis G. McGough



Denise M. Nickel
DONNA

**CORPORATE RESOLUTION BY CONSENT
(ADOPTING AMENDMENT TO BYLAWS)**

The undersigned, being the Directors of Tropical Isles Utilities Corporation, a Florida not-for-profit corporation ("Corporation"), pursuant to Section 617.0821 of the Florida Not For Profit Corporation Act, hereby consent to and ratify the following resolution:

RESOLVED, that it is in the best interest of the Corporation to adopt and authorize, and the Corporation does hereby adopt and authorize, the following amendment to the Bylaws of the Corporation:

Section 1 of Article VIII is hereby amended to read as follows:

Article VIII. Directors and Officers

Section 1. The business and affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors of this Corporation shall consist of five (5) members. At each annual meeting the members of the Corporation shall elect for a term of three (3) years the number of directors whose term of office have expired. Except as provided in Section 2 of this Article, no person shall be eligible to become or remain a Director of the Corporation who:

A. Is not a member of the Corporation;

B. Is a relative of a Director. "Relative" here shall mean an individual who is related to another Director as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. Directors who are relatives, as defined herein, at the time this Bylaw is enacted, shall be entitled to remain in office for the balance of their terms.

In the event two or more relatives are simultaneously elected to the Board, all relatives, with the exception of the individual receiving the largest number of votes shall be disqualified from the election and the seat vacated by the disqualification shall be awarded to the non-relative with the next largest number of votes.

* * *

FURTHER RESOLVED, that facsimile signatures shall be sufficient evidence of the due execution of and consent to this Resolution, which may be executed in counterparts that, when taken together, shall each constitute an original.

FURTHER RESOLVED, that the Bylaws of the corporation, as amended herein, be inserted in the record book of the Corporation.

DATED this ____ day of _____, 2001.

Roger Shacket

Louis G. McGough

Donna M. Nickel

A true copy of the following document referred to in the foregoing Resolution by Consent is appended hereto:

Amended Bylaws

**CORPORATE RESOLUTION BY CONSENT
(ADOPTING OPERATING POLICIES AND PROCEDURES
AND FORM OF WASTEWATER SERVICE AGREEMENT)**

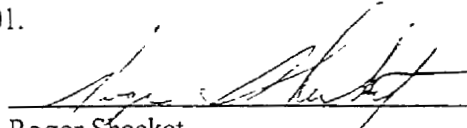
The undersigned, being the Directors of Tropical Isles Utilities Corporation, a Florida not-for-profit corporation, pursuant to Section 617.0821 of the Florida Not For Profit Corporation Act, hereby consent to and ratify the following resolution:

RESOLVED, that it is in the best interest of the Corporation to adopt and authorize, and the Corporation does hereby adopt and authorize, Operating Policies and Procedures for the Corporation's operation of the assets, facilities, and properties used in the collection and treatment of domestic wastewater from that certain mobile home park located in St. Lucie County, Florida, and known as Tropical Isles Mobile Home Park (such assets, facilities, and properties hereinafter referred to as the "System").

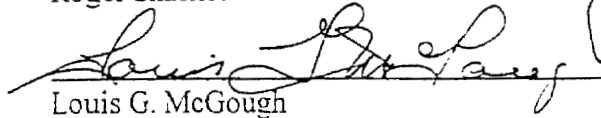
FURTHER RESOLVED, that it is in the best interest of the Corporation to adopt and authorize, and the Corporation does hereby adopt and authorize, a form of Wastewater Service Agreement to be executed between the Corporation and each Member as a user of the System.

FURTHER RESOLVED, that facsimile signatures shall be sufficient evidence of the due execution of and consent to this Resolution, which may be executed in counterparts that, when taken together, shall each constitute an original.

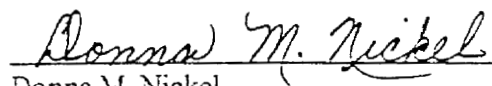
DATED this 13th day of July, 2001.



Roger Shackel



Louis G. McGough



Donna M. Nickel

A true copy of each of the following documents referred to in the foregoing Resolution by Consent is appended hereto:

- Operating Policies and Procedures of the System
- Form of Wastewater Service Agreement

OPERATING POLICIES AND PROCEDURES
OF TROPICAL ISLES UTILITIES CORPORATION
WASTEWATER UTILITY SYSTEM

TABLE OF CONTENTS

SECTION 1	DEFINITIONS
SECTION 2	PURPOSE
SECTION 3	TIME OF PAYMENT; DELINQUENCY
SECTION 4	SCHEDULE OF RATES, FEES, AND CHARGES
SECTION 5	GENERAL
SECTION 6	APPLICATION FOR SERVICE-WASTEWATER SERVICE AGREEMENT
SECTION 7	WITHHOLDING SERVICE
SECTION 8	LIMITATIONS OF USE
SECTION 9	UNAUTHORIZED CONNECTION OR USE
SECTION 10	MEMBER DEPOSITS
SECTION 11	MONTHLY CHARGES
SECTION 12	DELINQUENT CHARGES; PROCEDURES FOR CONTESTING CHARGES
SECTION 13	ADJUSTMENT OF CHARGES
SECTION 14	ACCESS TO PREMISES
SECTION 15	INSPECTION OF MEMBER'S INSTALLATION
SECTION 16	PROTECTION OF UTILITY PROPERTY
SECTION 17	CHANGE OF OCCUPANCY; TERMINATION OR TRANSFER OF SERVICE
SECTION 18	RESUMPTION OF SERVICE
SECTION 19	CONTINUITY OF SERVICE
SECTION 20	MAINTENANCE AND STANDARDS
SECTION 21	DAMAGING, TAMPERING WITH, OR ALTERING UTILITY FACILITIES
SECTION 22	TERMINATION OF SERVICE
SECTION 23	AMENDMENTS TO RATE SCHEDULES

SECTION 1. DEFINITIONS: Each of the following terms and phrases, when used in these policies, shall have the meaning ascribed to it in this section, except where the context clearly indicates a different meaning. Words used in the present tense shall include the future, and the singular number includes the plural, and the plural the singular.

A. AFPI (Allowance for Funds Prudently Invested): The charge representing the carrying costs associated with the excess capacity of the Utility System that will not be used until future customers connect for service. The AFPI charge is a one-time charge based on the number of ERC's of demand. It is applicable to all future Members prior to connection to the Utility System.

B. COMMERCIAL: Any type of structure that is primarily constructed for business use as differentiated from residential use, including hotels and motels used by customers on a transient basis.

C. CONNECTION CHARGES: Those charges of the Utility required to be paid by a Member as a condition precedent to the interconnection of the Utility System with a Member's property.

D. MEMBER: Any person, firm, association, corporation, governmental agency, or similar organization supplied with the availability of wastewater service by the Utility.

E. MEMBER INSTALLATION: All pipes, fixtures, and appurtenances of any kind and nature used in connection with or forming a part of an installation for using wastewater services for any purpose and located on the Member's side of the "point of delivery," whether such installation is owned outright by a Member or by contract, lease, or otherwise.

F. EASEMENTS: Rights of ingress and egress, dedications, rights of way, conveyances, and other property interests necessary or incidental to the installation, extension, repair, maintenance, construction, or reconstruction of the Utility System or any component of the Utility System, over or upon a Member's property.

G. ERC (Equivalent Residential Connection): Two Hundred Eighty (280) gallons per day of wastewater, calculated based on average daily consumption over a thirty (30) day period.

H. MAIN: Any pipe, conduit, or other facility installed to convey wastewater service from individual laterals or to other mains.

I. "MAY" AND "SHALL": As used in these policies, the word "may" is permissive, and the word "shall" is mandatory.

J. OFF-SITE FACILITIES: Those components of wastewater collection facilities located outside a Member's property and connected with facilities of the Utility.

K. ON SITE FACILITIES: Those components of the wastewater collection facilities located upon a Member's property.

L. PENALTY DATE: The date, approximately twenty (20) days after the due date, at which time a penalty charge is levied for late payment of wastewater service charges.

M. POINT OF DELIVERY: The point where the Utility's pipes are connected with the pipes of the Member. Unless otherwise indicated, the point of delivery for wastewater service shall be at the upstream connection of the clean-out that is placed at or about a public right-of-way or

utility easement. In the absence of a clean-out, the point of delivery is at the wastewater lateral connection to the wastewater main of the Utility.

N. PROPERTY: The land or improvements upon land of which the Member is owner or over which the Member has control either by contract or possessory interest sufficient to authorize the Member to make application for service, or adjacent right-of-way that services the land or site being developed. The Utility may require proof of such interest prior to the furnishing of service by requiring that a copy of the applicable instrument of conveyance, warranty deed, or contract, or an appropriate verified statement, be provided with the application for service.

O. RATE SCHEDULE: The schedule or schedules of rates or charges for the particular classification of service.

P. RESIDENTIAL: Type of structure, including a mobile or manufactured home, single family home, or other unit, that is primarily constructed for use by an individual or family as a residence.

Q. SERVICE: All wastewater utilities required by the Member and the readiness and ability on the part of the Utility to furnish wastewater services to the Member.

R. SERVICE OR LATERAL LINES: Those pipes of the Utility that connect to the Member's lines.

S. UTILITY: The Tropical Isles Utilities Corporation, a Florida not for profit corporation organized and existing under the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes, for the purpose of acquiring, maintaining, and operating the Utility System.

T. UTILITY SYSTEM: The Utility's wastewater collection, treatment, and disposal system that provides wastewater service to Tropical Isles Mobile Home Park and certain adjacent properties, and any and all component parts of that system.

SECTION 2. PURPOSE: The purpose of these Policies is to establish uniform, nondiscriminatory, and comprehensive rates, fees, charges, and operating policies for the Utility to provide wastewater service to the Members and to generate sufficient revenue from those Members benefitting from receiving wastewater service to pay operating expenses and debt service requirements of the Utility System.

SECTION 3. TIME OF PAYMENT; DELINQUENCY. The wastewater user fees are due and payable monthly in accordance with the payment procedures of the Utility.

A. Except as provided in paragraph B of this Section 3, no bill shall be rendered for wastewater service. A base wastewater service charge accrues each monthly period, which period begins on the sixteenth (16th) day of the calendar month and ends on the fifteenth (15th) day of the

following month. Each Member shall be responsible for ascertaining the amount due and paying all monthly base charges on or before the first day of the next monthly period, as directed by the Utility. The payment schedule for monthly base charges for wastewater service is set forth below.

B. In addition to the monthly base wastewater charge, any Member whose wastewater flow exceeds one ERC (8,400 gallons per month, as measured by inflow of potable water to the Member's property) shall be subject to a wastewater commodity charge for each 1,000 gallons of flow in excess of one ERC. The Utility shall render a bill for any such commodity charges, which bill shall be due and payable within twenty (20) days of the due date shown thereon. All such bills are considered past due and delinquent after twenty (20) days, and are then subject to penalty and interest charges.

C. Monthly base charges not paid by the fifth (5th) day of the calendar month following the monthly period for which service has been rendered ("penalty date") become delinquent. The penalty date for each monthly service period is noted in the payment schedule set forth below. Nonpayment prior to the penalty date will result in penalty and interest charges being levied.

D. If charges become delinquent, wastewater service may then, after five (5) days' written notice to the Member, be discontinued in the manner provided in Section 22. Service will be resumed only upon payment of all past due bills, penalties, and interest, together with a reconnection charge.

E. There shall be no liability of any kind against the Utility by reason of discontinuance of wastewater service to the Member for failure of the Member to pay service charges on time. No partial payment of service charges will be accepted by the Utility except by prior agreement with the Utility.

PAYMENT SCHEDULE FOR MONTHLY BASE CHARGES		
Service Period	Due Date	Penalty Date
January 16 - February 15	February 16	March 5
February 16 - March 15	March 16	April 5
March 16 - April 15	April 16	May 5
April 16 - May 15	May 16	June 5
May 16 - June 15	June 16	July 5
June 16 - July 15	July 16	August 5
July 16 - August 15	August 16	September 5
August 16 - September 15	September 16	October 5
September 16 - October 15	October 16	November 5
October 16 - November 15	November 16	December 5
November 16 - December 15	December 16	January 5
December 16 - January 15	January 16	February 5

SECTION 4. SCHEDULE OF RATES, FEES, AND CHARGES. The rates, fees, and charges to be paid for the wastewater service shall be as follows:

- A. Wastewater Fees (Residential and Commercial)
 - 1. Monthly Base Charge for Wastewater per ERC \$ 34.00
 - 2. Wastewater commodity charge per 1,000 gallons in excess of 8,400 gallons per month \$ 3.00
- B. Wastewater AFPI (Allowance for Funds Prudently Invested) fees per ERC \$ -0-
- C. Deposit for Wastewater Service per ERC \$ -0-
- D. Initial Connection Fee per ERC \$ -0-
- E. Miscellaneous Service Charges
 - 1. Normal Reconnection \$ -0-

2.	Violation Reconnection (during business hours)	\$ <u>25.00</u>
3.	Violation Reconnection (after hours)	\$ <u>50.00</u>
4.	Penalty Late Charge	10% of out- s t a n d i n g balance due after penalty date
5.	Interest on Delinquent/Past Due Charges	5% per month on outstanding balance due after penalty date

SECTION 5. NONDISCRIMINATION: These policies apply without modification or change to each and every Member to whom the Utility renders service.

SECTION 6. APPLICATION FOR SERVICE - WASTEWATER SERVICE AGREEMENT: Service shall be furnished only an applicant presenting a signed wastewater service agreement accepted by the Utility and the conditions of such agreement shall be binding upon the Member as well as upon the Utility. To obtain service, application shall be made to the Utility in the place or places designated. Applications shall be accepted by the Utility with the understanding that there is no obligation on the part of the Utility to render service other than that which is then available from its existing wastewater collection, transmission, and treatment facilities. The applicant shall furnish to the Utility at the time of making application the name of the applicant, the ownership or other interest in or to the property or location, and the legal description or street address at which service is to be rendered. Application for service required by firms, partnerships, associations, corporations, and others shall be tendered only by duly authorized parties. When service is rendered under agreement or agreements entered into between the Utility and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the Utility and an agent of the principal under which such service is rendered.

SECTION 7. WITHHOLDING SERVICE: The Utility may withhold service to a Member who makes application for service at or upon a location for which prior service has not been paid in full to the date of such application. It shall be the responsibility of the applicant to make inquiry as to the delinquent status of the account and to bring the account current as a condition precedent to continuation of service. The Utility shall maintain current records of outstanding accounts and shall make such information available to the public at its offices during normal business hours. Service may also be withheld for service installations that are not complete or are not in compliance with requirements of the Utility.

SECTION 8. LIMITATIONS OF USE: Utility service purchased from the Utility shall be used by the Member only for the purpose specified in the wastewater service agreement. The Member shall not sell or otherwise dispose of such utility service supplied by the Utility without authorization from the Utility to do so. In no case shall a Member, except with the written consent of the Utility, extend wastewater lines across a street, alley, lane, court, property line, avenue, or other public thoroughfare or right of way in order to furnish utility service for adjacent property even though such adjacent property is owned or controlled by such Member.

SECTION 9. UNAUTHORIZED CONNECTION OR USE: No person, without written consent of the Utility, shall tap any pipe or main that is a part of the Utility System for the purpose of connecting to the Utility System, or for any other purpose. Connections to the Utility System for any purpose whatsoever are to be made only as authorized by the Utility. In case of any unauthorized interconnection, extension, sale, or disposition of utility service, the Member's utility service shall be subject to discontinuance until such unauthorized use or disposition is discontinued and full payment is made for such device, calculated on proper classification and rate schedules plus penalties and reimbursement in full made to the Utility for any extra expenses incurred by the Utility as the result of such unauthorized use, including administrative costs, testing, inspections, and court costs. In addition, unauthorized use may result in appropriate criminal prosecution by the Utility.

SECTION 10. MEMBER DEPOSITS: Before rendering service, a deposit to secure the payment of bills and any expenses incurred by the Utility may be required and, upon payment, the Utility shall give the Member a non-negotiable and non-transferable deposit receipt. Any such deposit, if required, shall bear no interest and shall remain with the Utility until termination of service. Deposits shall be made in accordance with the rate schedules of the Utility in effect at the time of payment. The Utility may require a deposit from the owner or person otherwise in possession and control of the property to be serviced. Upon final settlement of a Member's account, any deposit shall be applied by the Utility to any account balance due and any remaining balance of the deposit will be refunded upon surrender to the Utility of the applicable deposit receipt or when the receipt cannot be produced, upon adequate identification. The Utility may require additional deposits for Members whose services have been previously disconnected due to nonpayment as a condition to continued service.

SECTION 11. MONTHLY CHARGES: No bill shall be rendered for wastewater service except at the direction of the Board of Directors. All monthly charges are considered past due if not received by the 20th day of the following month and are then subject to penalty and interest charges. No partial payment of monthly charges will be accepted by the Utility unless authorized in writing indicating the reason, such as a contested charge or hardship.

SECTION 12. DELINQUENT CHARGES; PROCEDURES FOR CONTESTING CHARGES: All charges for utility services shall be deemed delinquent if not paid by the penalty date. Any Member contesting any charge shall first present the matter to the Utility with a statement of explanation or contest in writing prior to the charge becoming delinquent. If the matter is not then resolved, the Utility shall, within seven (7) days, forward the disputed charge and written statement

to the Board of Directors or to a committee established by the Board to hear such matters. Notice shall be given to the aggrieved Member at least seven (7) days prior to the scheduled hearing by mailing written notice to the address that appears on the Member's wastewater service agreement, or by personal service by leaving a copy of the notice at such address either by delivery to any person upon the premises, by posting in a conspicuous place on or about the main entrance, or by placing the notice in any receptacle used on the premises for the deposit of mail. Refusal by any Member to accept service of notice of the hearing shall be noted upon the notice when returned, and shall be deemed a waiver by the Member of the opportunity for the hearing provided in this section, in which case the Utility's determination shall be final. The hearing shall be conducted during normal business hours, or the panel and the aggrieved Member may agree to a time that is mutually convenient to all. All utility charges shall be paid on or before the due date to avoid discontinuance of service. If during the hearing process an adjustment to the charges is made, a refund to the Member shall be rendered either by check or as a credit to the Member's active account within seven (7) days as determined by the Utility.

SECTION 13. ADJUSTMENT OF CHARGES: When a Member is determined by the Utility to have been overcharged or undercharged as a result of incorrect application of rate schedule fees and charges, the amount so determined may be credited or billed to the Member, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the Utility and so noted on the account.

SECTION 14. ACCESS TO PREMISES: As a condition to providing service, the Member shall grant to the Utility or its authorized agents or employees access to the Member's property during all reasonable hours and, in the event of an emergency, at any time, for the purposes of maintaining, inspecting, repairing, installing, or removing the Utility's property, and for any other purpose incident to performance under or termination of any agreement with a Member or such Member's predecessor in interest or use of the facilities or services made accessible to the Utility by the Member or to be relocated by the Utility.

SECTION 15. INSPECTIONS OF MEMBER'S INSTALLATION: The Utility reserves the right to inspect and approve any Member installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, rules of the Utility, and rules and regulations affecting such installation. No change or increase in any Member installation that will materially affect proper operation of the Utility System shall be made by a Member without the express written consent of the Utility. The Member shall be responsible for the cost of making changes or repairs resulting from any unauthorized alteration, and the Utility may require payment or reimbursement of such costs as a condition to continued service.

SECTION 16. PROTECTION OF UTILITY PROPERTY: In the event of any damage to Utility property located upon the Member's property that arises out of any act of the Member or the Member's agents, employees, or independent contractors upon the premises, the cost of repairs or replacement shall be the responsibility of the Member, and full payment or reimbursement to the Utility of such costs may be a condition imposed by the Utility for the continuation of service.

SECTION 17. CHANGE OF OCCUPANCY; TERMINATION OR TRANSFER OF SERVICE: It shall be the obligation of the Member to notify the Utility of any change of occupancy, or other circumstance for which termination or transfer of service is requested, and the Member shall be responsible for all service charges incurred to the date upon which written or personal notification is received by the Utility, after which the Utility shall have a reasonable time not to exceed seventy-two (72) hours in which to discontinue service. Member deposits shall be applied to balances due as provided in these policies. Insufficiency of deposits to cover delinquencies or final charges upon termination of service at any location shall, as to any applicant for service at such location, be governed by Section 7 (Withholding Service) above. As a convenience to Members, the Utility will accept telephone notice to discontinue or transfer service, provided written confirmation is given to the Utility within seventy-two (72) hours after telephone notice.

SECTION 18. RESUMPTION OF SERVICE: After termination or discontinuance of service as provided in these policies, the Utility may require as a condition precedent to service resumption payment in full and/or adequate security in the form of additional deposits to cover all costs reasonably incurred by the Utility as the result of such termination or discontinuance, including any reconnection fees, inspection costs, or other costs incident to reconnection in accordance with the Utility's schedule of fees and costs for such services then in effect.

SECTION 19. CONTINUITY OF SERVICE: The Utility will at all times use reasonable diligence to provide continuous service and, having used reasonable diligence, shall not be liable to the Member for failure or interruption of continuous service. The Utility shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

SECTION 20. MAINTENANCE AND STANDARDS: All pipes, conduits, or other component parts of service installed in or upon the premises of a Member shall conform to the Utility's standards of type, quality, quantity, and regulations regarding installation. The Member shall be responsible for maintaining all on-site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying the Utility and securing approval in writing or by permission from an authorized representative of the Utility. Unauthorized alteration or modification of any on-site utility service interconnection may result in immediate termination of the affected service and repair or restoration by the Utility or at its direction at the Member's cost.

SECTION 21. DAMAGING, TAMPERING WITH, OR ALTERING UTILITY FACILITIES: No person shall damage or knowingly cause to be damaged any pipe or fitting connected with or belonging to the Utility, or tamper or meddle with any appliance or any part of the Utility System in such a manner as to cause loss or damage to the Utility.

SECTION 22. TERMINATION OF SERVICE: All utility service shall be pursuant to proper permit or application, which procedure accords the Utility the opportunity to provide for orderly operation of facilities in a manner calculated to ensure continuous service to all Members. Inherent

in this obligation is the prerogative of necessity to terminate use that is adverse to the continuous, orderly, and uninterrupted operation and maintenance of the Utility System. Accordingly, the Utility reserves the right by unilateral act in its sole discretion to refuse service, or to terminate service temporarily, or to discontinue service in all instances when conditions exist that would constitute an emergency of public concern, or when the providing of any service would constitute a threat to the safety, health, or welfare of Members generally or a significant portion of the Member population.

A. When discontinuance or termination of service can be remedied by an act of the Member, the Utility shall provide notice of remedial action to the Member in order that service may be continued without interruption. Prior to any termination of service as provided in this subsection A, the Utility shall provide written notice to the Member at least five (5) days in advance of the proposed termination and disconnection. Acts considered to be remedial by the Member, and for which service may be temporarily terminated, discontinued, or interrupted, are the following:

- (1) Failure to pay required deposits for service.
- (2) Failure of the Member to meet provisions of agreements with the Utility.
- (3) Failure to correct deficiencies in piping or other components upon the Member's property after reasonable notice of such deficiencies.
- (4) Use of service for any other property or purpose than described in the wastewater service agreement.
- (5) When requested by a Member, in which case resumption of service shall be accomplished in accordance with Utility policy as herein provided.

B. The Utility reserves the right by unilateral act in its sole discretion to refuse service, terminate service temporarily, or to discontinue service without notice under the following circumstances:

- (1) Causing, or allowing to exist, a hazardous condition with respect to the location, use of, or access to any utility service or component.
- (2) Alteration or modification of any component or device used in providing any utility service to the Member. Any such unauthorized use, if fraudulent, may result in criminal prosecution, and may result in restitution of revenue lost to the Utility as a condition to restoration of service, including costs of repair or restoration of any component to normal service condition, as shall be determined by the Utility.
- (3) Total or partial destruction of, or abandonment of, any structure, including any vacancy for a duration that, in the Utility's opinion, may create a hazardous or unsafe condition or constitute a nuisance.

SECTION 23: AMENDMENTS TO RATE SCHEDULE: The rate schedules and charges of the Utility may be amended from time to time by rule of the Board of Directors upon notice to the Members.

Name(s): _____

Address: _____

Phone: (____) _____

Account No.: _____

WASTEWATER SERVICE AGREEMENT

This agreement is entered by and between Tropical Isles Utilities Corporation, a nonprofit corporation organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Utility, and _____ a member of the Utility, hereinafter called the Member.

Whereas, the Member desires to purchase wastewater service for his or her own use from the Utility, and to enter into a Wastewater Service Agreement as required by the Bylaws of the Utility.

Now, therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

1. The Utility shall furnish, subject to the limitations hereinafter provided for, such quantity of wastewater service as the Member may desire in connection with his or her occupancy of the property listed herein.

2. The Member shall maintain at his or her own expense, a wastewater transmission line that shall begin at the Member's side of the Utility's collection system and extend to the dwelling and other portion of the Member's premises.

3. The Member's wastewater transmission line shall connect with the collection system of the Utility at the nearest place of desired use by the Member, provided the Utility has determined in advance that it is appropriate to connect at that location and the Utility is of sufficient capacity to permit collection of wastewater at that point.

4. The Member shall pay for such wastewater service at such rates, time, and place as shall be determined by the Utility, and shall at all times abide by the operating policies and procedures adopted by the Utility, as amended from time to time.

5. The Member, upon paying the connection fees and deposits to the Utility for wastewater service, will be obligated to pay a minimum monthly charge, also referred to as a base facility charge, from the date of this Agreement, together (when applicable) with a commodity charge at rates per gallon of wastewater or other appropriate basis as established by the Utility. Any member who fails to comply with the service and payment obligations shall be deemed in default of this Agreement.

6. The Utility shall have final jurisdiction in any question of location of any service line connection to its wastewater system and shall determine the allocation of wastewater service for the Members.

7. Except as provided in Paragraph 8 below, no bill shall be rendered for wastewater service. A base wastewater service charge accrues each monthly period, which period begins on the sixteenth (16th) day of the calendar month and ends on the fifteenth (15th) day of the following month. Each Member shall be responsible for ascertaining the amount due and paying all monthly base charges on or before the first day of the next monthly period, as directed by the Utility. (For example, charges due for the period January 16 through February 15 are due on February 16; see the payment schedule set forth below.)

8. In addition to the monthly base wastewater charge, any Member whose wastewater flow exceeds one ERC (8,400 gallons per month, as measured by inflow of potable water to the Member's property) shall be subject to a wastewater commodity charge for each 1,000 gallons of flow in excess of one ERC. The Utility shall render a bill for any such commodity charges, which bill shall be due and payable within twenty (20) days of the due date shown thereon. All such bills are considered past due and delinquent after twenty (20) days, and are then subject to penalty and interest charges.

9. The failure of a Member to pay wastewater charges duly imposed shall result in the automatic imposition of the following penalties:

A. Nonpayment prior to the fifth (5th) day of the calendar month following the monthly period for which service has been rendered ("penalty date") will result in penalty and interest charges being levied (see the payment schedule set forth below).

B. Nonpayment of delinquent or past due charges within five (5) days of written notice of intention to terminate for nonpayment will result in termination of wastewater service and disconnection from the wastewater system.

C. If terminated for nonpayment, service will be resumed only upon payment of all past due charges, penalties, and interest, together with a violation reconnection charge.

PAYMENT SCHEDULE FOR MONTHLY BASE CHARGES		
Service Period	Due Date	Penalty Date
January 16 - February 15	February 16	March 5
February 16 - March 15	March 16	April 5
March 16 - April 15	April 16	May 5
April 16 - May 15	May 16	June 5
May 16 - June 15	June 16	July 5
June 16 - July 15	July 16	August 5
July 16 - August 15	August 16	September 5
August 16 - September 15	September 16	October 5
September 16 - October 15	October 16	November 5
October 16 - November 15	November 16	December 5
November 16 - December 15	December 16	January 5
December 16 - January 15	January 16	February 5

Account No.: _____

Member Name(s): _____

Mailing Address: _____

Phone No: (____) _____

Contact Person: _____ Phone No: (____) _____
(if different than above)

Service Address: _____

I hereby acknowledge the above information to be correct.

Member Signature(s): _____

Date: _____

For office use only

Transmission line installation (check one):

Preinstalled - no charge

Installation charge

\$ -0-

Connection Fees:

\$ -0-

Deposits:

\$ -0-