

ORIGINAL

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December 6, 1999

Director
Division of Records and Reporting
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 991494-SU Application for Authority to Transfer the Sewer Facilities of Forest Park Certificate No. 175-S in Lee County, Florida to North Ft. Myers Certificate No. 247-S; Cancellation of Certificate No. 175-S & Amendment of Certificate No. 247-S.

Dear Sir or Madam:

This letter is in response to Mr. John Williams' letter of November 4, 1999 citing deficiencies in the above referenced application. After a telephone discussion with Cecilia Rehwinkel in your office, we wish to provide the following supplement materials.

1. Application must contain a copy of the contract and include the dollar amount of the assets purchase. This transaction is supplemental to a previous transfer of facilities by Forest Park Property Owners Association, Inc. ("Forest Park") to North Fort Myers Utility, Inc. ("NFMU"). On March 3, 1992, NFMU and Forest Park entered into an agreement to interconnect the Forest Park Waste Water system with the NFMU system. Order No. PSC-92-0588-FOF-SU approved the amendment to the certificate held by NFMU to include the customers of Forest Park. However, a simultaneous request to cancel the certificate held by Forest Park was not decided at that time. Because the original agreement between NFMU and Forest Park provided that Forest Park would retain ownership and responsibility of the onsite installations (gravity collection lines) within the boundaries of the Forest Park Subdivision, the PSC was unwilling to cancel the certificate of Forest Park. (Please see Docket No. 920273-SU, Order No. PSC-92-1357-FOF-SU).

NFA _____
APP _____
CAF _____
CMU _____
CTR _____
EAG _____
LEG _____
MAS _____
OPC _____
RFR _____
SEC _____
OTH _____
Rehwinkel
G. Butler

DOCUMENT NUMBER-DATE
14996 DEC-8 8
FPSC-RECORDS/REPORTING

In its Order No. PSC-93-0794-FOF-SU the docket was closed and Forest Park was authorized to charge \$1.68 per month per customer for the routine inspection and maintenance of the gravity collection system which it retained.

2. Consideration. The purpose and intent of the current request by Forest Park is to turn over the remaining portions of its system to NFMU. To accomplish that transaction, Forest Park and NFMU entered into an amendment to their original agreement which amendment was dated August 31, 1999. A copy of the original agreement and the amendment was included as Exhibit B to the current application for transfer. The August 31, 1999 amendment is the only writing signed by the parties which describes the terms of the agreement. It states in paragraph # 4 that Association (Forest Park) will convey the onsite waste water collection system (gravity collection lines) to Service Company (NFMU). Further, the amendment correctly states the consideration for this transfer as \$10.00 and other good and valuable consideration. While \$10.00 is often cited in contracts as a nominal figure, the fact of this contract is that the total consideration for turnover of the remaining Forest Park system to NFMU is \$10.00. The parties do not contemplate any other consideration changing hands.

Since the only facilities retained by Forest Park are those gravity collection lines and these are the facilities which are being transferred, Forest Park has no "updated" or current dollar value for those assets. While they have been occasionally maintained, the system has not been updated or improved and Forest Park has no new information regarding their value.

3. Rate base. Please see Order No. PSC-93-0794-FOF-SU in Docket No. 92-0273-SU. As to the calculation of a net book value, we have contacted the CPA for Forest Park and will provide that calculation, assuming it is available, as it is provided to us.
4. Ownership of the land. Enclosed please find a more legible copy of the warranty deed which was previously provided. Also enclosed is a copy of the Deed Restrictions for the Forest Park Subdivision which outlines in paragraph 4 the provision for utility easements within the streets and roads of the community.
5. Outstanding obligations. It is the intent of Forest Park that it will remain liable for any outstanding regulatory assessment fees, fines or refunds owed until this transfer is final. At that time, NFMU will be responsible for any such items.
6. Sample tariff sheets. Pursuant to my conversation with Cecilia Rehwinkel, I have requested that the attorney for NFMU assist me with preparing the sample tariff sheets. As soon as that information is available, I will immediately forward it to you.

Director, Division of Records and Reporting
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December 6, 1999

Thank you for your assistance in this matter.

Sincerely yours,

HUMPHREY & KNOTT, P.A.



Thomas B. Hart

TBH:pw

Encls:

cc: Ronald Zechman, President

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORDER NO. PSC-93-0794-FOF-SU
DOCKET NO. 920273-SU
PAGE 2

In Re: Application for amendment of Certificate No. 247-S to include Forest Park Mobile Home Park and cancellation of Certificate No. 175-S held by Forest Park Homeowners Association, Inc.)
DOCKET NO. 920273-SU)
ORDER NO. PSC-93-0794-FOF-SU)
ISSUED: May 24, 1993)

certificate to provide service to the Forest Park Mobile Home subdivision and to cancel the certificate held by the Association. NFMU also filed a limited proceeding to charge its rates and charges within the subdivision. The limited proceeding was processed in Docket No. 920379-SU.

By Order No. PSC-92-0588-FOF-SU, issued June 30, 1992, the Commission approved NFMU's application for amendment, granted NFMU temporary authority to charge its rates and charges within Forest Park, and suspended the authorized rates of the Association. By Order No. PSC-92-1357-FOF-SU, issued November 23, 1992, the NFMU rates being charged to the residents of Forest Park were made permanent and the request to cancel the certificate held by the Association was denied because the Association retained ownership of the collection system and planned to receive compensation for maintenance of the system from non-members of the Association. By that order, the Association was directed to file a proposed charge for the maintenance of the collection system along with supporting documentation.

The Association engaged the services of a professional engineer to evaluate the wastewater collection system and define the Association's needs to properly provide for continuing inspection and maintenance of that system. Based on engineer's evaluation, the Association proposed a charge of \$1.68 per month per customer to recover the cost of ongoing maintenance, which will include a televised inspection and cleaning of the lines every five years and annual repairs of piping, manholes and service connections. We have reviewed the documentation and find the proposed charge to be reasonable. However, we also find it appropriate to require that this charge be billed as a separate charge from the general maintenance fee to insure that it will not be modified without prior Commission approval.

The Association has not requested any service availability charges, and has no plans to add any additional lines or customers in the future. Therefore, no service availability charge has been approved.

The Association shall file revised tariff sheets reflecting the approved charge. The revised tariffs will be approved upon staff's verification that the tariff sheets are consistent with our decision herein. If no timely protest is received, the charge will be effective for bills rendered on or after the stamped approval date on the revised tariff sheets.

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman
THOMAS M. BEARD
SUSAN F. CLARK
JULIA L. JOHNSON
LUIS J. LAUREDO

PROPOSED AGENCY ACTION
ORDER APPROVING CHARGE FOR WASTEWATER SERVICE

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are adversely affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

Forest Park is a mobile home subdivision consisting of approximately 437 lots which has been in existence since the early 1970's. Forest Park Property Owner's Association, Inc. (Association), obtained ownership of the wastewater system serving Forest Park in 1990, when it was purchased from a private company, Vista Villages, Inc. Certificate No. 175-S was transferred from Vista Villages, Inc. to the Association by Order No. PSC-92-0193-FOF-SU, issued April 13, 1992.

Due to numerous violations of environmental standards, the Association entered into a Consent Order with the Department of Environmental Regulation (DER) providing for the interconnection of its wastewater system with NFMU and the dismantlement of its wastewater treatment plant. The Association retained ownership and maintenance responsibility of the collection lines. On March 26, 1992, NFMU filed an application for amendment of its wastewater

DOCUMENT NUMBER-DATE

05639 MAY 24 93

FILED-RECORDS/REGISTRATION

Based on the foregoing, it is therefore

ORDERED by the Florida Public Service Commission that this Order shall become final and the docket shall be closed unless an appropriate petition for formal proceeding is received by the Division of Records and Reporting, 101 east Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on the date indicated in the Notice of Further Proceedings or Judicial Review. It is further

ORDERED that Forest Park Property Owner's Association, Inc. is hereby authorized to charge \$1.68 per month per customer. It is further

ORDERED that Forest Park Property Owner's Association shall bill customers the Commission approved charge as a separate charge from customers' general maintenance fee. It is further

ORDERED that prior to the implementation of the approved charge, Forest Park Property Owner's Association shall submit and have approved revised tariff sheets. The revised tariff sheets will be approved upon Staff's verification that the tariff sheets are consistent with our decision herein, and that the time for protesting this Order has expired and no such protests were filed. It is further

ORDERED that the charge approved herein shall be effective for bills rendered on or after the stamped approval date of the revised tariff sheets. It is further

ORDERED that if no timely objections are filed to the proposed agency action establishing a rate for maintenance of the lines, the docket shall be closed upon the approval of the revised tariff sheets.

By ORDER of the Florida Public Service Commission this 24th day of May, 1993.

STEVE TRIBBLE, Director
Division of Records and Reporting

(S E A L)
CB

by: Kay Flynn
Chief, Bureau of Records

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting at his office at 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on June 14, 1993.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it is

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DOCKET NO. 920273-SU
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satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for amendment of Certificate No. 247-S to include Forest Park Mobile Home Park and cancellation of Certificate No. 175-S held by Forest Park Property Owners Association, Inc.) DOCKET NO. 920273-SU

In re: Application for limited proceeding for approval of North Fort Myers Utility, Inc.'s rates and charges to the Forest Park Mobile Home Subdivision) DOCKET NO. 920379-SU
ORDER NO. PSC-92-1357-FOF-SU
ISSUED: 11/23/92

The following Commissioners participated in the disposition of this matter:

THOMAS M. BEARD, Chairman
SUSAN F. CLARK
J. TERRY DEASON
BETTY EASLEY
LUIS J. LAUREDO

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING APPLICATION FOR LIMITED PROCEEDING,
GRANTING REQUEST TO CHARGE APPROVED RATES AND CHARGES TO
FOREST PARK MOBILE HOME SUBDIVISION, AND
DENYING REQUEST TO CANCEL CERTIFICATE NO. 247-S ISSUED TO
FOREST PARK HOMEOWNERS ASSOCIATION, INC.

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are adversely affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

BACKGROUND

On March 26, 1992, North Fort Myers Utility, Inc. (NFMU) filed an application for amendment of its wastewater certificate to provide service to the Forest Park Mobile Home subdivision (Forest Park) and to cancel the certificate held by Forest Park Property Owners Association, Inc. (association). This application was assigned Docket No. 920273-SU. On April 30, 1992, NFMU filed an application for a limited proceeding for the application of its current wastewater rates, charges and service availability charges to residents of Forest Park. This application was assigned Docket No. 920379-SU.

DOCUMENT NUMBER-DATE

13768 NOV 23 1992

PSC-RECORDS/REPORTING

ORDER NO. PSC-92-1357-FOF-SU
DOCKETS NOS. 920273-SU AND 920379-SU
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Forest Park is a mobile home subdivision consisting of approximately 437 lots which has been in existence since the early 1970's. Wastewater services were provided by a private company, Vista Villages, Inc. from the inception of the subdivision until 1990, when the association obtained ownership. Certificate No. 175-S was transferred from Vista Villages, Inc. to the association by Order No. PSC-92-0193-FOF-SU, issued April 13, 1992.

Due to numerous violations of environmental standards, the association entered into a Consent Order with the Department of Environmental Regulation (DER) providing for the interconnection of its wastewater system with NFMU and the dismantlement of its wastewater treatment plant. On March 3, 1992, NFMU and the association entered into an agreement to interconnect the association's wastewater system with the NFMU system. The agreement provided for the payment of certain connection charges, as well as the implementation of NFMU's monthly rates for service within Forest Park. It also provided that the association retain ownership of the collection gravity lines within the subdivision.

On May 22, 1992, NFMU filed a petition for interim relief requesting authorization to charge the residents of Forest Park NFMU's authorized rates and to collect service availability charges. By Order No. PSC-92-0588-FOF-SU, issued June 30, 1992, the Commission approved the amendment application, granted NFMU temporary authority to charge its rates and charges within the Forest Park subdivision, and suspended the approved rates and charges of the association.

A customer meeting was held on July 9, 1992, at the Forest Park Clubhouse in North Fort Myers to obtain customer input on the limited proceeding to change the rates of the residents of Forest Park. Most of the customers at the meeting were in favor of NFMU becoming their wastewater utility, although there was a large group of customers opposed to paying the service availability fees. Those customers are also involved in a lawsuit against the association for recovery of these charges and other matters.

LIMITED PROCEEDING

As mentioned above, NFMU was granted temporary authority to charge its rates and charges to the residents of Forest Park by Order No. PSC-92-0588-FOF-SU. The increase in rates and the service availability charges collected were ordered to be held in escrow pending a final decision.

A comparison of the previous rates of Forest Park and the approved rates of NFMU follows:

	<u>Forest Park</u>	<u>North Fort Myers Utility</u>
<u>Monthly Rates</u>		
Water Sizes	\$8.94 flat rate	\$9.66 base charge
Gallage Charge per 1,000 gallons (maximum 10,000 gal.)	n/a	\$3.50

The above rates of NFMU are those contained in its approved tariff for residential customers and are based on water consumption. Each mobile home lot within Forest Park is separately metered for water service, which is provided by Lee County. The county has agreed to provide data to NFMU indicating the water consumption of each lot. Since these are the Commission approved rates for residential wastewater service for customers of NFMU, we find these rates to be appropriate for the Forest Park residents on a permanent basis.

In addition to rates, NFMU requested authority to collect a service availability charge from each mobile home resident, including a plant capacity charge and the pro rata cost of the construction of the off-site installation. By Order No. PSC-92-0588-FOF-SU, the Commission approved, on a temporary basis subject to refund, a combined service availability charge of \$1,118.57 per mobile home lot. This charge includes a plant capacity charge, an allocated amount of the pro rata share of the cost of the interconnection, and the gross-up amount to recover the income tax on CIAC.

The approved tariff of NFMU contains a plant capacity charge of \$462 per mobile home lot. NFMU correctly applied the gross-up formula contained in its tariff to calculate an additional amount of \$279 to recover the income tax on CIAC. Therefore, pursuant to the tariff of NFMU, the total plant capacity charge including gross-up is \$741.

In addition, NFMU requested authority to collect the pro rata share of the cost of the construction of the off-site installation to interconnect Forest Park with the NFMU system. NFMU submitted a breakdown of the actual costs of the interconnection which was

completed in June, 1992. The construction costs billed by Southwest Utility Systems, Inc. totaled \$143,765, which is \$3,000 less than the original contract amount. However, this amount does not include any of the engineering or legal costs incurred. In addition, NFMU agreed to absorb most of the CIAC gross-up amount (\$61,483 of the \$79,718 gross-up). For these reasons, we find that the amount agreed upon by NFMU and the association, \$165,000, is the appropriate amount to be collected from the residents of Forest Park as payment for the interconnection including CIAC gross-up. This amount equates to a pro rata share per mobile home lot of \$377.57.

Based on the above, we find it appropriate to approve a total service availability charge per mobile home lot of \$1,118.57.

By agreement between NFMU and the association, the customers have been given an option of paying the service availability charge on an installment basis over seven years at 10% interest, which represents monthly payments of \$18.57. We find this payment option to be reasonable.

Pursuant to Order No. PSC-92-0588-FOF-SU, which granted NFMU temporary authority to charge its current rates and charges to the residents of Forest Park, NFMU has held in escrow a portion of the monthly rates and the entire amount of the service availability charges. Because the final rates and charges approved in this Order are the same as those rates and charges authorized on a temporary basis, we find it appropriate to authorize the release of all escrowed funds held pursuant to Order No. PSC-92-0588-FOF-SU.

REQUEST TO CANCEL CERTIFICATE

By Order No. PSC-92-0588-FOF-SU, this Commission approved the amendment to the certificate held by NFMU to include Forest Park. However, the request to cancel the certificate held by the association was not decided at that time, pending further review of its jurisdictional status.

The agreement between NFMU and the association provides that the association shall retain ownership and responsibility of maintaining the on-site installations within the boundaries of Forest Park. According to correspondence received from attorneys for both the association and NFMU, the only remaining portions of the wastewater system owned by the association are the on-site gravity lines which connect the lift stations to the individual lots. According to information received by the association, these gravity lines will require very little maintenance.

If any charge for maintenance of the remaining utility facilities owned by the association is made to customers who are non-members of the association, the association will remain a utility subject to Commission regulation. The association has stated that maintenance of this small portion of the collection system will be handled from the general maintenance fees of both members and non-members. Therefore, we find it appropriate to deny request to cancel the Certificate held by Forest Park Property Owners Association, Inc.

Further, we find it appropriate to require the association to file within sixty days of the effective date of this Order a proposed charge for the maintenance of the gravity lines. In so doing, the association shall include documentation in support of the charge. The amount of this charge shall be broken out from the general maintenance fee and treated as a separate utility maintenance fee, which may only be charged or changed by prior approval of this Commission. Further, Docket No. 920273-SU shall remain open to process the association's proposal.

The limited proceeding docket, Docket No. 920379-SU, may be closed if no timely protest is filed.

Based on the foregoing, it is, therefore,

ORDERED by the Florida Public Service Commission that the request by North Fort Myers Utility, Inc. to charge, on a permanent basis, its approved residential rate to the customers in Forest Park Mobile Home subdivision is hereby approved. It is further

ORDERED that North Fort Myers Utility, Inc. is hereby authorized to collect a service availability charge of \$1,118.57 on a mobile home lot in Forest Park Mobile Home subdivision. It is further

ORDERED that the customers in Forest Park Mobile Home subdivision shall be allowed the option of paying the service availability charge on an installment basis over seven years at 10% interest, representing monthly payments of \$18.57. It is further

ORDERED that all funds required by Commission Order No. PSC-92-0588-POF-SU to be deposited in an escrow account shall be released to North Fort Myers Utility, Inc. It is further


ORDERED that the request of North Fort Myers Utility, Inc. to cancel the Certificate held by Forest Park Property Owners Association, Inc. is hereby denied. It is further

ORDERED that the Forest Park Property Owners Association, Inc. shall file a proposed charge for the maintenance of the gravity lines along with documentation in support of the charge within sixty days of the effective date of this order. It is further

ORDERED that the action discussed herein is preliminary in nature and will become final unless a person whose interests are adversely affected files a petition for a formal proceeding pursuant to Rule 25-22.029, Florida Administrative Code. It is further

ORDERED that if no timely protest is received, Docket No. 920379-SU may be closed. Docket No. 920273-SU shall remain open to process the association's proposal for an appropriate charge.

By ORDER of the Florida Public Service Commission, this 23rd day of November, 1992.


STEVE TRIBBLE, Director
Division of Records and Reporting

(S E A L)

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of

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Records and Reporting at his office at 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on December 14, 1992.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

5-12-199

REC 781 PAGE 567

DECLARATION

OF CONDITIONS, COVENANTS, CHARGES, RESTRICTIONS AND RESERVATIONS
AFFECTING PROPERTY LOCATED IN
FOREST PARK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, VISTA VILLAGES, INC., a Florida corporation
(hereinafter referred to as "Grantor"), is the owner of certain
real property described as:

FOREST PARK MOBILE HOME SUBDIVISION in the NE
of the NW of Section 36, Township 43 South,
Range 24 East, Lee County, Florida.

—The above parcel is hereinafter referred to as "The Property".

WHEREAS, Grantor is developing The Property as a mobile home
subdivision, and is desirous of developing and maintaining The
Property in such a manner as to enhance the desirability of living
in the subdivision and to insure and secure to each lot owner the
full benefit and enjoyment of his property and the recreation
facilities;

NOW, THEREFORE, Grantor does hereby declare that The Property
is and shall be held, transferred, sold, conveyed and occupied
subject to the conditions, covenants, charges, restrictions and
reservations hereinafter set forth:

1. All lots in The Property shall be used for single family
residential use only, and no children under the age of 12 years
may reside thereon; except that occupants will be permitted to have
children as guests for not more than three weeks in any twelve
month period.

2. All mobile homes must be approved by Grantor as to age and
appearance, and must be not less than 12 feet in width. Plans and
specifications of appurtenances, fences and other structures must
be approved in writing by Grantor or its authorized agent. The
mobile home must be secured to the ground by approved anchors, and
the space between the ground and the bottom of the mobile home must
be skirted within 30 days from the date it is placed on the lot.
Type skirting to be approved by Grantor. All hitches must be removed
or concealed by approved planter or masonry. Driveways to be of

concrete with each profile here having an approved carport and utility building (Minimum size to be 6 feet by 8 feet).

3. In order to insure the proper development and to protect the property values in The Property, the following actions will not be permitted without prior written approval by Grantor or its authorized agent:

- A. Changing the grade of any lot.
- B. Drilling wells of any nature.
- C. Erecting a laundry drying line.
- D. Outdoor storage, including boats, boat trailers, travel trailers, campers and commercial trucks.
- E. Keeping animals other than normal household pets. Pets must be kept in pet section and on a leash while outside.
- F. Burning of garbage, trash or refuse.
- G. Street parking, other than service deliveries and occasional visitors.
- H. Signs or advertising, other than a small residence name sign and street address.
- I. Allowing the lawn to become unsightly because of uncut grass or weeds. If such a condition is not corrected by the lot owner, Grantor may do the work and charge the owner for such services, and the lot owner hereby agrees to pay for such charges within 10 days from billing.

4. Grantor reserves an easement along each boundary of each lot for drainage and utilities, said easement not to exceed five feet on each side, ten feet along the rear and ten feet inside the street right-of-way line. No structure of any nature shall be placed or built within these easements. In addition to the above easement, Grantor reserves a twenty-foot easement on the rear of perimeter lots. Grantor reserves the right of access onto all lots for inspection and maintenance of all service facilities and utilities, and will not be responsible for damage to plants, grass or trees within these easements.

5. Grantor reserves an exclusive franchise to furnish butane, propane or other fuel to the lots in The Property, and each lot owner, by acceptance of the agreement for deed or warranty deed conveying title to his lot, agrees to connect to the fuel system

when it becomes available and to pay a nominal charge for the installation unless the mobile home has no need for fuel. The cost of the fuel shall be comparable to the cost of the same type of fuel provided to other consumers in Lee County, Florida.

6. Grantor reserves an exclusive franchise to furnish sewage disposal service to all lots in The Property, and each lot owner, by acceptance of the agreement for deed or warranty deed conveying title to his lot, agrees to connect to the sewage collection system and to pay a nominal charge for connecting to the system. Each lot owner also agrees to pay to Grantor or its designee, a monthly charge for the sewage disposal service. The charge may be adjusted by Grantor at any time, but shall be comparable to the rate charged by private utility companies in Lee County, Florida. The charge shall be payable on the first of each month without the necessity of rendering a monthly bill, and shall commence when a mobile home is placed on the lot and will continue in effect from month to month whether or not the mobile home is vacant or occupied.

Grantor may elect, at its option, to sell or lease the sewage collection system and treatment plant, or assign its rights to provide the sewage disposal service to any person, firm or corporation of its choosing. In such event (which shall be recorded in the public records of Lee County, Florida), Grantor's transferee, grantee, lessee or assignee, (as the case may be), shall assume the obligation of providing this service and shall have the right to collect the charges and to enforce the lien for non-payment of same as herein provided.

7. Grantor shall provide a club house and recreation area (including a swimming pool, picnic area and shuffleboard courts) for the use and benefit of lot owners in The Property and lot owners in any future additions to Forest Park. Grantor shall own, manage and maintain the club house and recreation facilities.

If not provided by a governmental agency, Grantor shall provide for reasonable street lighting and periodic street maintenance. Grantor shall also provide periodic garbage and trash removal service at such intervals as Grantor may deem necessary and convenient.

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(a). All garbage or trash must be sacked or wrapped and placed in an approved container, which must be kept closed and in good condition, with tight cover. Container to be stored out of sight. All landscaping trimmings shall be placed upon the street side of a mobile home site for collection, or may be disposed of according to the Rules and Regulations established by Management.

P. (a) For the use of these facilities and for the services as provided above, each and every lot owner, by acceptance of the agreement for deed or warranty deed conveying title to his lot, covenants and agrees to pay to the Grantor a monthly recreation and service fee of \$15.00 per month, payable in advance on the first day of each and every month, beginning (1) when a mobile home is placed on the lot, or (2) one year from the date of initial purchase, whichever occurs earlier. During the period of time between the initial purchase and the beginning of the recreation and service fee, Grantor shall charge a reasonable fee for mowing services. The recreation and service fee established above may be adjusted by the Grantor at the end of the second year of the Grantor's full operation of all recreation facilities and services owned and provided by the Grantor in the Forest Park subdivision, based upon the experience incurred by Grantor in operating and maintaining said facilities. Said recreation and service fee shall thereafter be adjusted annually in such a manner that it will be increased or decreased in accordance with changes in the cost of living index kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled "Consumer's Price Index - U.S. Average, All Items in Commodity Groups", or such other governmental agency of the United States as may keep said cost of living index, as successor to the Department of Labor. Based upon said index, Grantor shall adjust said recreation and service fee annually, provided that the Grantor may not increase the recreation and service fee by more than one and one-half (1 1/2) times the Consumer's Price Index increase in any given year. The "base year" in determining cost of living adjustments in the recreation and service fee shall be the year following the second full year of operation of all recreation

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facilities and services operated by Grantor in the Forest Park subdivision.

(b) In the event that any lot owner shall fail to pay the recreation and service fee and/or the sewage disposal charge in the manner and at the time hereinabove provided, then the Grantor shall have the right to assess a delinquent charge of $\frac{3}{4}$ of 1% per month on the amount due. If Grantor employs the use of an attorney to enforce such charge the lot owner agrees to pay a reasonable attorney fee to Grantor's attorney. Grantor shall also have a lien against the defaulting owner's lot to secure the payment of the delinquent recreation and service fee and/or the sewage disposal charge, which lien may be foreclosed in the same manner that mortgage liens may be foreclosed in the State of Florida; provided, however, that such lien shall never be superior to the lien created by any first mortgage held by a state or national commercial bank, a federal or state savings and loan association, or an insurance company.

(c) No lot owner in The Property shall be excused from the payment of the recreation and service fee or the sewage disposal charge because of failure to use the facilities and services hereinabove provided.

(d) It is further provided that the club house and all recreation facilities provided by Grantor shall be owned and operated by Grantor, and Grantor shall have the right to use a portion of the club house for offices.

(e) No children who have not reached their 14th birthday shall be allowed to use the recreational facilities unless accompanied by an adult site owner.

Grantor may elect, at its option, to sell or lease the club house and recreation facilities hereinabove referred to, to any person, firm or corporation, provided that any such sale or lease shall make provisions for the use of the club house and recreation facilities by the residential lot owners, and provision for maintaining streets and providing street lighting and garbage and trash removal service as hereinabove set forth, and in the manner hereinabove set forth. In such event (which shall be recorded in

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the public records of Lee County, Florida), the Grantor's transferee, grantee or lessee (as the case may be), shall have the right to collect the recreation and service fee and the right to enforce the lien for non-payment of same as hereinabove provided.

9. Title to each lot in The Property runs to the center of the abutting street, subject to a perpetual use easement that said area be used for street purposes. Grantor assures the responsibility for periodic maintenance and repair of same and has the right to control vehicular traffic on said streets.

10. Each of the Conditions Covenants, Restrictions and Reservations hereinabove set forth shall continue and be binding upon the Grantor and upon its successors and assigns, and upon each of them and all parties and persons claiming under them, for a period of thirty (30) years from the date of recording hereof, and automatically thereafter, for successive periods of twenty-five (25) years each, unless terminated prior thereto by Grantor.

11. The covenants herein set forth shall run with the land and bind the present owners; their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said residential lots, their successors and assigns, and with each of them, to conform to and observe all of said Conditions, Covenants, Charges, Restrictions and Reservations.

12. The failure of the Grantor or any of its grantees, successors or assigns, or the owner of any lot or lots affected hereby, to enforce any of the Conditions, Covenants, Restrictions, Charges and Reservations herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do so as to any subsequent violation. The violation of these Conditions, Covenants, Restrictions, Charges, and Reservations shall not defeat nor render invalid the lien of any first mortgage made in good faith and for value.

13. The invalidation of any of these Conditions, Covenants, Restrictions, Charges and Reservations or any part thereof, by Judgment, Court Order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal and caused these presents to be executed by its President and attested by its Secretary, this 11th day of February, 1972.

Signed, Sealed & Delivered in the presence of:

VISTA VILLAGES, INC.

A FLORIDA CORPORATION

Walter F. Finch

By: Lawrence M. Sickler
(President)

E. E. Brown

Attest: Wayne H. Bishop
(Secretary)

SEAL



STATE OF FLORIDA)
)SS
COUNTY OF LEE).

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, this day personally appeared Lawrence M. Sickler and Wayne H. Bishop, as President and Secretary, respectively, of VISTA VILLAGES, INC., a Florida Corporation who, after being duly cautioned and sworn under oath, deposed and said that they have read and executed, on behalf of said corporation, the foregoing Declaration of Conditions, Covenants, Restrictions, Charges and Reservations affecting the Property located in Forest Park, for the purpose therein expressed, having full corporate authority so to do.

IN WITNESS WHEREOF, I have set my hand and official seal at the County and State above written, on the 11th day of February, 1972.

My Commission expires:
Date: _____
State of Florida at Large

Judy C. [Signature]
Notary Public, State of Florida at Large



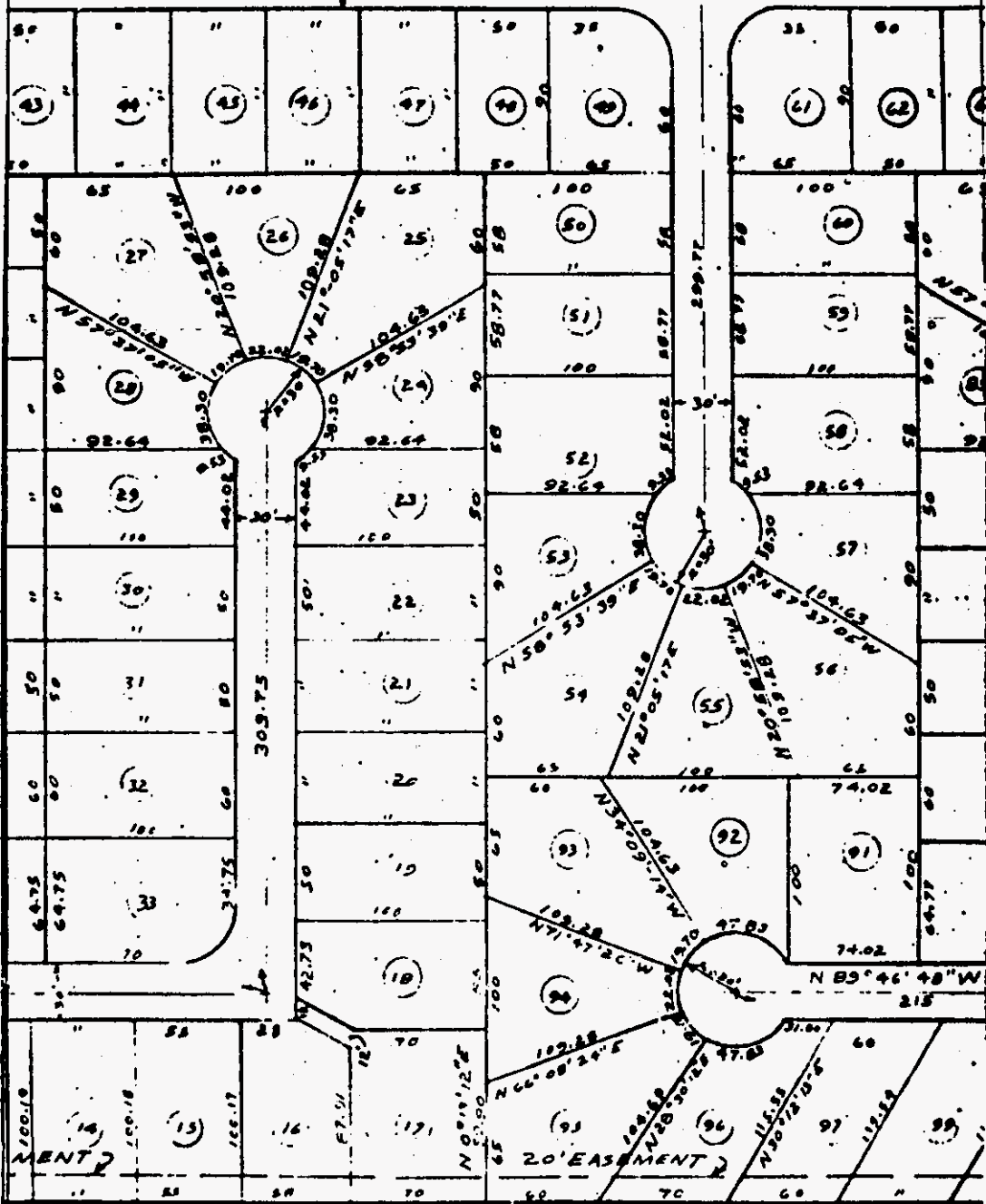
REC 781

BLOCK "D"

REF 781 page 575
BLOCK D

N 89° 46' 48" W

FOREST PARK DRIVE

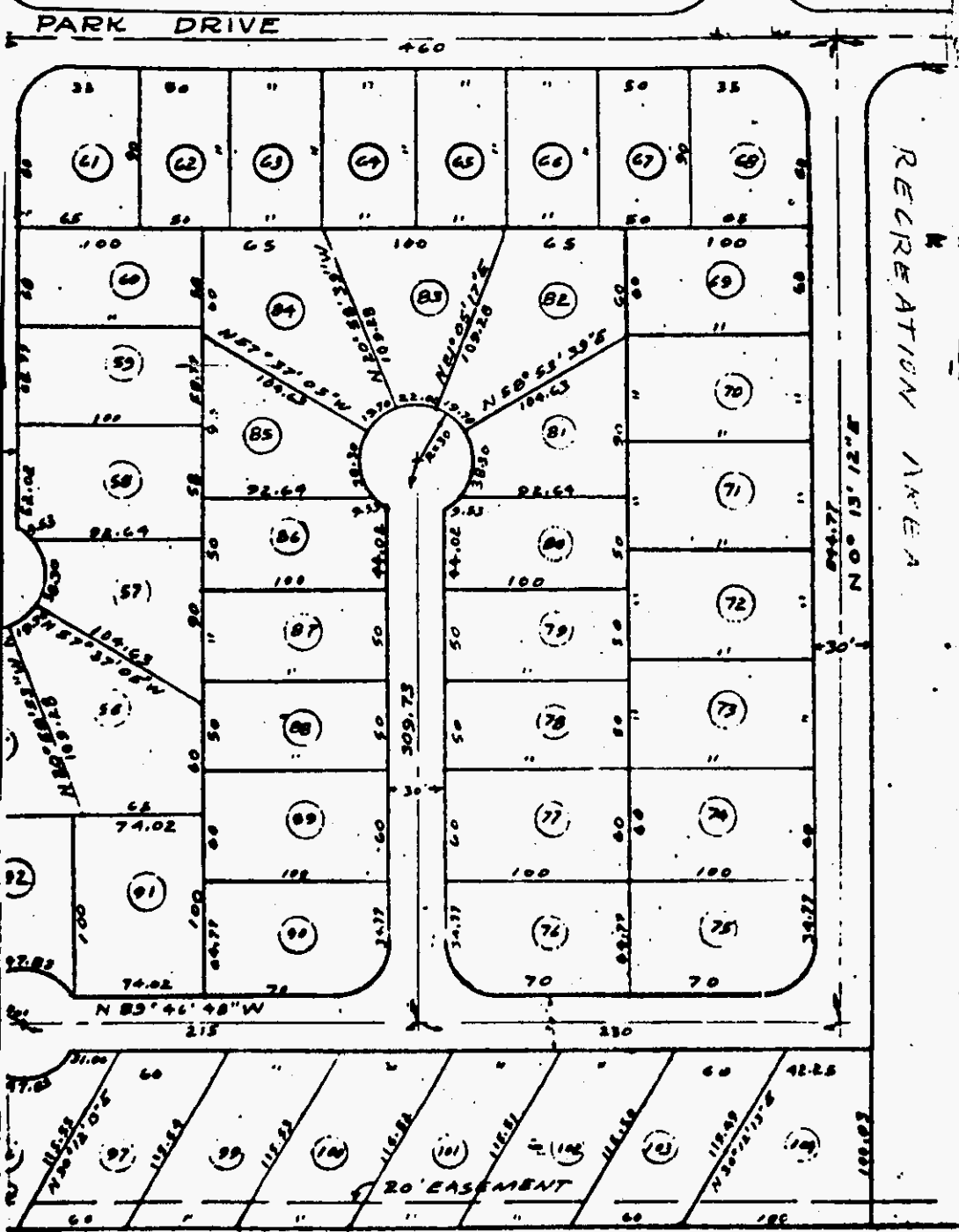


N 89° 47' 24" W

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BOOK 781 PAGE 576 BLOCK "D"



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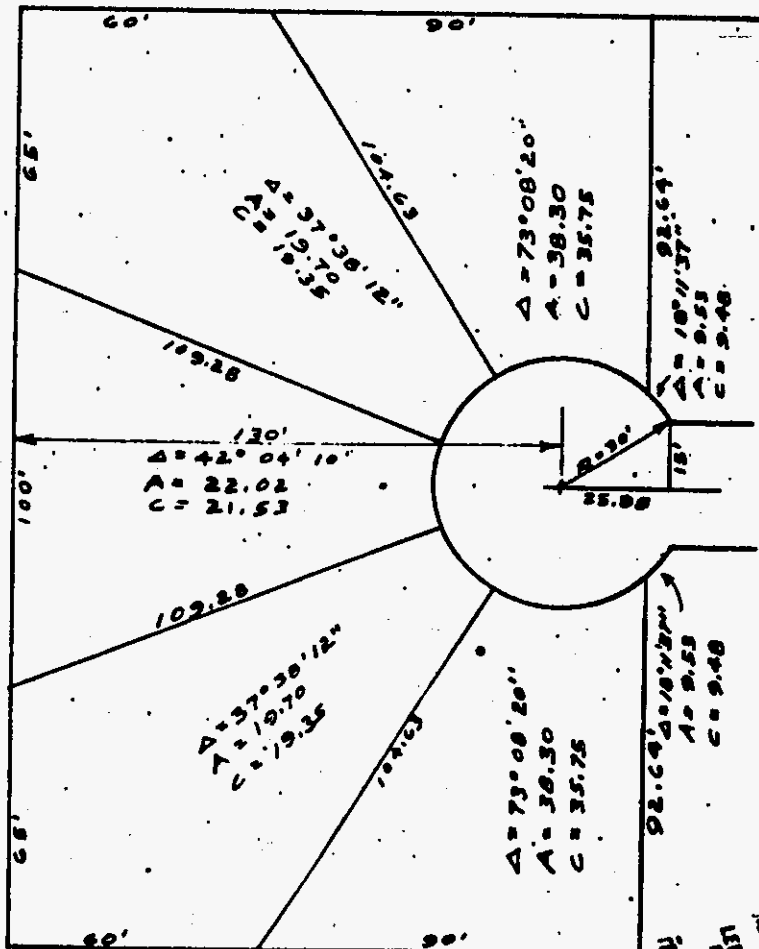
11560

CORNER DATA

781 REC 577



FOREST PARK
CUL DE SAC DATA 1°=30'



C I I O I I O I I O

RECORDED IN OFFICIAL RECORDS OFFICE
LEG/COURT FILED
FEB 16 2 28 PM '11
D. J. SMARTE
DEPT. CLERK COURT

OFF REC 182063900

EXHIBIT "A"

A Parcel or tract of land situated in the South Half (S 1/2) of Section 14, Township 43, South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the Southwest (SW) corner of said Section 14; thence run S89°58'37" E, along the South line of said Section for 2940.15 feet to a concrete monument marking the East line of the former Seaboard Coast Line (SCL) Railroad right of way and the Point of Beginning; thence run N 11°21'24" W, along said East line of right of way for 1632.08 feet; thence run S 89°58'37" E, parallel with the South line of said Section 14 for 1247.76 feet; thence run S 00°08'53" E, along a line parallel with the West line of said Section 14 for 1600.00 feet to the South line of said Section; thence run N 89°58'37" W, along said South line for 930.81 feet to the Point of Beginning.

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DEC 21 12 30 PM '08
LEE COUNTY FLORIDA
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