

FLORIDA PUBLIC SERVICE COMMISSION

**INSTRUCTIONS FOR COMPLETING EXAMPLE
APPLICATION FOR TRANSFER OF FACILITIES
FROM A REGULATED UTILITY TO AN EXEMPT ENTITY
OTHER THAN A GOVERNMENTAL AUTHORITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(5), Florida Administrative Code)**

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.037(5), Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

Instructions

1. Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.
2. Fill out the attached application form completely and accurately.
3. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
4. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
5. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.
6. The completed application, attached exhibits, and the proper filing fee should be mailed to:

**Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

RECEIVED-FPSC
2018 DEC 26 PM 2:59
COMMISSION
CLERK

**APPLICATION FOR TRANSFER OF FACILITIES
FROM A REGULATED UTILITY TO AN EXEMPT ENTITY
OTHER THAN A GOVERNMENTAL AUTHORITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(5), Florida Administrative Code)**

To: **Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the approval of the transfer of all or part of the facilities operated under Water Certificate No. N/A and/or Wastewater Certificate No. N/A and amendment or cancellation of Water Certificate No. 453-S and/or Wastewater Certificate No. N/A located in LEE County, Florida, and submits the following:

PART I APPLICANT INFORMATION

A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone number, and, if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

PINE ISLAND COVE HOMEOWNER'S ASSOCIATION, INC.
Utility Name

7290 LADY FISH DRIVE
Office Street Address

SAINT JAMES CITY FLORIDA 33956
City State Zip Code

SAME AS ABOVE
Mailing Address (if different from Street Address)

SAME AS ABOVE
City State Zip Code

(239) 283- 3100 () - N/A
Phone Number Fax Number

65-0028591
Federal Employer Identification Number

PICOVEHA@COMCAST.NET

E-Mail Address

MYPINEISLANDCOVE.COM

Website Address

453-S

Water Certificate No.

Wastewater Certificate No.

- B) The contact information of the seller's authorized representative to contact concerning this application:

TIMOTHY J. BRUEHL, ESQ.

Name

5400 PINE ISLAND ROAD SUITE D

Mailing Address

BOKEELIA

FL

33922

City

State

Zip Code

(239) 283-1076

(239) 283-7567

Phone Number

Fax Number

TIM@WBLEGAL.LAW.COM

E-Mail Address

- C) Indicate the nature of the utility's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility's business name and registration/document number for the business, unless operating as a sole proprietor.

- Corporation _____ N/A _____
Number
- Limited Liability Company _____ N/A _____
Number
- Partnership _____ N/A _____
Number
- Limited Partnership _____ N/A _____
Number
- Limited Liability Partnership _____ N/A _____
Number
- Sole Proprietorship _____
Number

E) The contact information of the buyer's authorized representative to contact concerning this application:

N/A		

Name		
N/A		

Mailing Address		
N/A		

City	State	Zip Code
() -	N/A	() -
_____	_____	_____
Phone Number	Fax Number	
N/A		

E-Mail Address		

PART II **TRANSFER OF FACILITIES**

A) **DESCRIPTION OF SALE AGREEMENT**

- 1) * Exhibit A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

- 2) Exhibit B - The buyer must provide the following documentation of the terms of the transfer:

a) The closing date.

December 29, 1998

b) A statement regarding the disposition of customer deposits and interest thereon.

No customer deposits are held

* This was not a sale, but rather a merger that took place on December 29, 1998. Two customer groups utilizing services merged into one entity, thereby making the remaining entity (association) exempt under F.S. 367.071 (7).

- c) A statement regarding the disposition of any outstanding regulatory assessment fees, fines, refunds, or annual reports.

There are no outstanding regulatory assessment fee, fine, refunds or annual reports.

B) FINANCIAL ABILITY

- 1) Exhibit C - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.
- 2) Exhibit N/A - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

N/A

C) TECHNICAL ABILITY; FACILITIES

- 1) Exhibit N/A - Provide a description of the buyer's experience in the water or wastewater industry.

Applicant/Association has been operating the facility for nearly 30 years but seeks to be exempt through this application.

- 2) Exhibit N/A - Provide an explanation of the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

N/A Seeking Exemption

- 3) Exhibit C - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.
- 4) Exhibit D - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.
- 5) Exhibit E - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.
- 6) Exhibit F - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

D) PUBLIC INTEREST AND EXEMPT STATUS

- 1) Exhibit N/A - Provide a statement explaining why the transfer is in the public interest.

Should not be governed by Public Service, Commission pursuant to exemption referenced below

- 2) Exhibit N/A - Provide an explanation of how the buyer is exempt pursuant to Section 367.022, F.S.

Subsection (7) Association serving solely to members who own and control such associations.

E) NOTICING REQUIREMENTS

Exhibit N/A - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:

 ESQ

Applicant's Signature

TIMOTHY J. BRUEHL, ESQ

Applicant's Name (Printed)

AUTHORIZED REPRESENTATIVE

Applicant's Title

DECEMBER 15th, 2018

Date

EXHIBIT "A"

This Application is not part of a sale , but is predicated upon a merger of two entities that took place in December of 1998

EXHIBIT "B"

N23733

The Law Office of
ANNE DALTON, ESQUIRE
2044 Bayside Parkway
Fort Myers, Florida 33901
bayside @ gate.net (internet)

Licensed in Florida, New York, Pennsylvania
Florida Certified Family/Civil/County Mediator

(941) 337-7900 (voice)
(941) 337-7642 (fax)

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

500002725545--9
-12/29/98--01089--002
****109.75 ****109.75

Sent via certified mail, return receipt requested

December 22, 1998

RE: Merger of Pine Island Cove Homeowners Association, Inc.

Dear Sir/Madam:

Enclosed is the original of the Articles of Merger, the Plan of Merger, and an Amendment to the Articles of Incorporation for filing with the Secretary of State. Pursuant to the enclosed documents, the effective date for the Merger and Articles Amendment is January 1, 1999. It is our understanding that the total filing fee for these documents is seventy (\$70.00) dollars.

Please return a certified copy of these documents. It is our understanding that the certification fee for these documents is thirty-nine dollars and seventy-five (\$39.75) cents.

Accordingly, enclosed is our check # 3074 in the sum of one hundred and nine dollars and seventy-five cents (\$109.75) for the above filing and the return of certified documents.

Thank you for your attention hereto.

Sincerely,

Anne Dalton, Esquire

EFFECTIVE DATE

1-1-99

FILED
98 DEC 29 AM 11:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CC: PICHA Board of Directors (w/o enclosure)

ENCLOSURE

AD/la

Merger

TLL

JAN 1 1999

ARTICLES OF MERGER
Merger Sheet

MERGING:

PINEWOOD COVE ASSOCIATION, INC., a Florida corporation, 738261

INTO

PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC., a Florida
corporation, N23733

File date: December 29, 1998, effective January 1, 1999

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER

FILED
98 DEC 29 AM 11:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
EFFECTIVE DATE 12/17/98

1. The undersigned corporations, being validly and legally formed under the laws of the state of Florida, have adopted a Plan of Merger. The Plan of Merger is attached as Exhibit "A" to these Articles of Merger.
2. Under the Plan of Merger, the name of the surviving corporation is PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. The Plan of Merger of the undersigned corporations was adopted under F.S. 617.1101.
4. The Plan of Merger shall become effective as provided therein.
5. The Articles of Incorporation of the surviving corporation also are being amended and restated in their entirety, under F.S. 723.078(5). The Amended and Restated Articles of Incorporation are attached as Exhibit "B" to these Articles of Merger.
6. These Articles of Merger and Exhibits hereto were approved by Written Consent or Ballot by at least a majority of the members of each corporation entitled to vote with respect thereto, which is sufficient for approval.

December 17, 1998.

WITNESSES:

PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC.

Rudolf J. Krigel
Witness #1 - Sign

RUDOLF W. WEIBEL
Witness #1 - Print

Walter Stacks
Witness #2 - Sign

WALTER STACKS
Witness #2 - Print

By: Raymond McKay

Print: RAYMOND MCKAY
President

Attest: Patricia B. Clapp

Print: PATRICIA B. CLAPP
Secretary

(CORPORATE SEAL)

PLAN OF MERGER

This Plan of Merger is by and between PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Surviving Corporation") and PINWOOD COVE ASSOCIATION, INC., a Florida corporation not for profit (the "Dissolving Corporation") pursuant to F.S. 617.1101 et seq.:

The Surviving Corporation and the Dissolving Corporation sometimes are referred to collectively herein as the "Constituent Corporations."

1. Constituent Corporations. The Constituent Corporations are Florida corporations not for profit, organized on a nonstock basis, and are in good standing.

2. Subdivision Property. Heretofore a 324 unit residential complex, was formed by the recording of two Declarations of Covenants, Conditions and Restrictions, as follows:

a. Amended and Restated Deed Restrictions Pine Island Cove - Flamingo Bay Sub-Division IIIA recorded June 7, 1996 at O.R. Book 2704, Page 2147 Lee County, Florida Public Records.

b. Declaration of Conditions, Covenants and Restrictions affecting property located in Flamingo Bay Unit. No. 3, recorded January 20, 1986 at O.R. Book 1831, Page 2223 Lee County, Florida Public Records.

The Dissolving Corporation, is the Association that operates the above-referenced Flamingo Bay Unit No. 3 Sub-Division.

3. Surviving Corporation. The Surviving Corporation operates the above referenced Flamingo Bay Sub-Division IIIA and shall also become the Association that operates the Flamingo Bay Unit No. 3 Sub-Division.

4. Principal Office. The principal office of PINE ISLAND COVE HOMEOWNERS' ASSOCIATION, INC., the Surviving Corporation, shall remain at the following address: 7290 Ladyfish Drive, St. James City, Lee County, Florida 33956.

5. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Amended and Restated Articles of Incorporation attached to the Articles of Merger of the Surviving Corporation as Exhibit "B."

A. A. Bonville

Witness #1 - Sign

A. A. LABONVILLE

Witness #1 - Print

James Gilbert

Witness #2 - Sign

JAMES GILBERT

Witness #2 - Print

PINEWOOD COVE ASSOCIATION, INC.

By: Thomas C. Martens

Print: THOMAS C. MARTEUS
President

Attest: Hugh G. Cameron

Print: Hugh G. Cameron
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of December, 1998,
by RAYMOND MCKAY, President of Pine Island Cove Homeowners Association,
Inc. Who is personally known to me or has produced (personally known) identification.

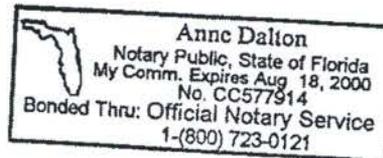
NOTARY PUBLIC:

(Sign) Anne Dalton

(Print) ANNE DALTON

STATE OF FLORIDA AT LARGE (Seal)

My Commission Expires:



STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of December, 1998,
by THOMAS MARTENS, President of Pinewood Cove Association, Inc. Who is
personally known to me or has produced (personally known) as identification.

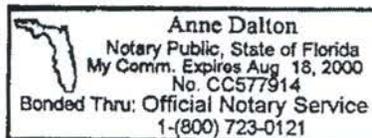
NOTARY PUBLIC:

(Sign) Anne Dalton

(Print) ANNE DALTON

STATE OF FLORIDA AT LARGE (Seal)

My Commission Expires:



6. Bylaws. The Bylaws of the Surviving Corporation shall be the Amended and Restated Bylaws attached hereto as Exhibit "C."

7. The Terms and Conditions Document dated October 22 1998 is incorporated herein by reference, and attached hereto as Exhibit "A," and the changes to other referenced documents therein have or will be made. Documents of the surviving corporation not modified by the Terms and Conditions document shall remain as-is.

8. Directors and Officers. The Directors and Officers of the Surviving Corporation on the effective date of the merger shall immediately call a special meeting of the members to be held within one month to elect a new Board of Directors and shall continue as the Directors and Officers of the Surviving Corporation only until their successors have been duly elected and qualified.

9. Ratification by Members. This Plan of Merger has been ratified and approved by the members of each of the Constituent Corporations as required by law. Execution of the Articles of Merger and this Plan of Merger by officers of each Constituent Corporation shall constitute a representation and certification that such ratification and approval has been obtained.

10. Effective Date of Merger. This merger shall become effective on the last to occur of the following dates:

a. The date the Articles of Merger are filed in the offices of the Florida Secretary of State.

b. January 1, 1999.

11. Effect of Merger. When the merger becomes effective, the separate existence of the Dissolving Corporation shall cease, except as may be required for carrying out the purposes of this Plan of Merger or as continued by statute. All of the rights, privileges, powers, franchises, assets, cause of action, and interests of any kind whatsoever of the Dissolving Corporation, including all debts due on any and all accounts, shall in effect become the property of the Surviving Corporation and shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens on the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the Dissolving Corporation shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities, and duties initially had been incurred or contracted by the Surviving Corporation.

12. Execution. The Articles of Merger and this Plan of Merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

IN WITNESS WHEREOF, the Constituent Corporations have caused these presents to be signed by their respective officers duly authorized by the respective Boards of Directors and Members of each corporation.

December 17, 1998.

WITNESSES:

PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC.

Rudolf W. Weibel
Witness #1 - Sign

RUDOLF W. WEIBEL
Witness #1 - Print

Robert C. Holmes
Witness #2 - Sign

ROBERT C. HOLMES
Witness #2 - Print

By: Raymond McKay

Print: RAYMOND MCKAY
President

Attest: Patricia B. Clapp

Print: PATRICIA B. CLAPP
Secretary

(CORPORATE SEAL)

A.A. LaBonville
Witness #1 - Sign

A.A. LABONVILLE
Witness #1 - Print

James Gilbert
Witness #2 - Sign

JAMES GILBERT
Witness #2 - Print

PINEWOOD COVE ASSOCIATION, INC.

By: Thomas C. Martens

Print: THOMAS C. MARTENS
President

Attest: Ludi B. Cameron

Print: Ludi B. Cameron
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of December, 1998, by RAYMOND MCKAY, President of Pine Island Cove Homeowners Association, Inc. Who is personally known to me or has produced (personally known) as identification.

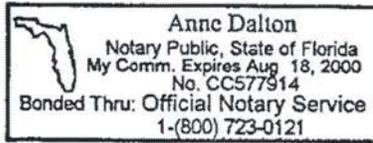
NOTARY PUBLIC:

(Sign) [Signature]

(Print) ANNE DALTON

STATE OF FLORIDA AT LARGE (Seal)

My Commission Expires:



STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of December, 1998, by THOMAS MARTENS, President of Pinewood Cove Association, Inc. Who is personally known to me or has produced (personally known) as identification.

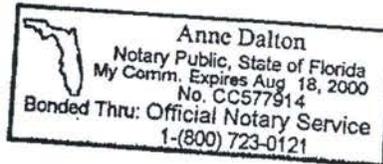
NOTARY PUBLIC:

(Sign) [Signature]

(Print) ANNE DALTON

STATE OF FLORIDA AT LARGE (Seal)

My Commission Expires:



TERMS AND CONDITIONS:
EXHIBIT "A" TO PLAN OF MERGER
PINEWOOD COVE ASSOCIATION, INC. AND
PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC.

1. Amended and Restated Deed of Restrictions Pine Island Cove – Flamingo Bay Subdivision 3 and IIIA.
2. Amended and Restated Articles of Incorporation of Pine Island Cove Homeowners Association, Inc.
3. Amended and Restated By-laws of Pine Island Cove Homeowners Association, Inc.
4. Established Policies for Compliance with HUD "55 Years and Older" Provisions – revised 1998.
5. Pine Island Cove's Rules and Regulations – revised 1998.
6. Fiscal Matters

(i). The entire treasury of Pinewood Cove Association, Inc. as of the day immediately prior to the Merger shall be added to the treasury of Pine Island Cove Homeowners Association, Inc., the Surviving Corporation.

(ii). The owner of each lot in Pinewood Cove shall be assessed the sum of four hundred (\$400.00) dollars as of the date of merger. If a lump-sum payment of the assessment is a hardship on an owner, such owner may apply to the Board of Directors of the Surviving Corporation for payment over time. The Board shall determine hardship requests on a case-by-case basis, upon proof of actual need.

(iii). Upon payment of the assessment, each Pinewood Cove lot owner shall be issued a membership certificate verifying his/her share of ownership in the Pine Island Cove Homeowner Association, Inc.

(iv). The Board of Directors of the Surviving Corporation shall be responsible for collection of the assessment and subsequent issuance of the new PCHA membership certificate.

7. The effective date of the merger shall be Jan 1 1999

**Amended and Restated Deed Restrictions
Pine Island Cove – Flamingo Bay Sub-Division 3 and III-A**

KNOW ALL PERSONS BY THESE PRESENTS:

These Deed Restrictions of Pine Island Cove – Flamingo Bay Sub-Division 3 and III-A contain substantial revisions of the prior Deed Restrictions and are intended to supersede the original Deed Restrictions recorded in Official Record Book 119, at page no. 311 et seq. on the 5th day of April, 1962; also to supersede Deed Restrictions recorded on April 15, 1968, Book 466, page 803; also to supersede Declaration of Covenants, and Restrictions affecting property located in Flamingo Bay Unit No. 3 recorded in official Record Book 1831, page 2233 dated January 20, 1986; and to amend the Deed of Restrictions recorded in official Record Book 2713, page no. 2711 et seq. of the Public Records of Lee County, Florida on the 7th day of June, 1966; and other Deeds of Restrictions, known or unknown, affecting lands in Flamingo Bay Subdivisions Unit No. 3 and III-A of the Public Records of Lee County, Florida, so as to substitute, supersede and replace with this document.

The property which is subject to these Deed Restrictions is the development commonly referred to as Pine Island Cove – Flamingo Bay Sub-division 3 and III-A (hereafter "PIC") (as described in Exhibit "A" which is attached hereto and hereby incorporated by reference) and which shall be held, sold, conveyed and occupied subject to these covenants and restrictions which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the properties, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

In order to preserve the values and amenities of PIC, it is the intention and desire of the Pine Island Cove Home Owner's Association (PICHA) that all properties in Pine Island Cove – Flamingo Bay Sub-division 3 and III-A be restricted in the manner set forth below, and that these covenants are made with and for the benefit of PICH A , and PICH A is a direct successor to the interests of the developer.

For purposes of this document, the following definitions shall apply:

- A. "Governing Documents: shall be defined as these Amended and Restated Deed Restrictions, the Articles of Incorporation, the By-Laws, Rules and Regulations, and Established Policies of PICH A, as same may be amended from time to time.
- B. "Residents" shall be defined to include owners, tenants, or other occupants.
- C. "Common Facilities" shall be defined as pool and associated areas, clubhouse, storage compounds, roads and street, boat ramps and lifts, trash compound and all recreational areas within PIC.
- D. Members of PICH A shall be defined as owners of lots in Flamingo Bay Sub-divisions 3 and IIIA.

I. OCCUPANCY RESTRICTIONS

- A. Every residence in PIC shall be occupied by no more than two (2) adult persons, except for visitors as set forth in the Rule and Regulations and/or except for those persons approved by the PIC Board of Directors in accordance with the Established

Policies concerning the Fair Housing Act of 1988 (as amended from time to time), and/or any other Governing Document. No business or trade of any kind for the general public may be conducted from any residence.

- B. PIC is a "55 years old and over community". It is the intention and desire of PICHA to continue meeting the physical, emotional, social and other needs of residents aged 55 years and older and to continue to comply with the Federal Fair Housing Amendments Act of 1988 Policies and Procedure as such may have been amended from time to time or in the future and/or Section 100,304, "55 or over housing" in the Federal Register pertaining to this subject, as such may be amended from time to time.
- C. Occupancy of any residence by a tenant shall be pursuant to a written lease issued by the owner, which lease shall contain but not be limited to the following requirements:
 - (i) That the tenant(s) have received, read and agree to be bound by the various requirements and restrictions contained in the Governing Documents.
 - (ii) That the tenant(s) shall provide information, as reasonably required by the PICHA, regarding vehicle(s), the registration for such vehicle(s), the age of the tenant(s), and a photographic identification.
 - (iii) That any violation of the Governing Documents shall constitute a material breach of the lease, subjecting the tenant to eviction. The owner shall be responsible for the conduct of the tenant(s) at all times, and PICHA shall have the ability (but not the responsibility) to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Governing Documents. PICHA shall have the right to recover from the owner any costs or fees (including attorneys' fees) incurred by PICHA in connection herewith, in the same manner as the collection of an assessment.
 - (iv) These provisions shall apply whether the tenant pays rent and/or other compensation and/or no compensation to owner.

II. USE RESTRICTIONS

- A. All residents shall comply with all requirements of the Governing Documents, and ensure that any person visiting or brought into PIC by such resident temporarily or permanently shall also so comply. Without limiting the generality of the foregoing, the use of the Common Facilities by any person shall be subject to and in accordance with the Governing Documents. The requirements of these documents shall be strictly enforced to continue the compatible and pleasant atmosphere of PIC.
- B. No boats with internal combustion engine (including airboats) may be used on Bass Canal/Lake without the prior approval of the PICHA Board of Directors. Such approval will be granted only for activities related to maintenance of these bodies of water.
- C. PICHA will defend itself against any action against it or citation of the Association by any civil, administrative or governmental authority or any private citizen for any unlawful acts by

residents, their guests, visitors or tenants. Finding of fault against the resident or any third party will include a claim by PICHA for all costs of defense.

- D. No smoking (cigarettes, cigars, pipes or similar instruments) shall be permitted in the clubhouse.

III. SETBACKS AND UTILITY EASEMENT.

- A. All residences and any other structures placed on any lot shall set back at least ten (10) feet from the front and rear lot line and a minimum of five (5) feet from the sideline. Sideline setback on corner lots shall be a minimum of ten (10) feet.
- B. Every lot within the Plat shall be subject to a five (5) foot easement for utility purposes in favor of the Association. The easement exists adjacent to all four (4) sides of each lot within the subdivision, and the Association and their designees shall have right of access across such easement at all times for the purposes of inspection and maintenance of all utilities which may now be or in the future are located thereon. Owners shall not cause any trees, shrubbery or other similar plantings to be planted within the location of any underground utilities, without having first obtained the prior approval for the location and nature of the same from the Association.

IV. MAINTENANCE, REPAIRS AND AESTHETIC STANDARDS.

A. All homes and surroundings will be maintained in clean, orderly, safe secure and attractive condition by the residents to help sustain the high aesthetic standards of PIC. Without limiting the generality of the foregoing, the following specific rules shall apply: all homes shall have an attached aluminum carport, storage shed, screen room and/or Florida room, skirting, steps and driveway approved by PICHA. The exterior of any such structure or area shall not be altered without the express prior written permission from the PICHA Board of Directors, so as to preserve the aesthetic appeal and uniformity of the area. No unsightly conditions shall be maintained on any patio, carport or other similar area on any lot. No fences shall be permitted on any lot. All structures shall be attached to the residences unless approved by the PICHA Board of Directors.

B. Maintenance of the adjacent seawall is the responsibility of each resident. If a resident fails to properly maintain the seawall adjacent to his/her property, PICHA shall have the ability (but not the responsibility) to act as agent of the owner to undertake action necessary to maintain the seawall(s). PICHA shall have the right to recover from the owner any costs or fees (including attorneys' fee) incurred in connection with such actions in the same manner as an assessment.

V. FISCAL MATTERS, ASSESSMENTS AND LIENS.

- A. By acceptance of his/her deed, each owner is hereby deemed to covenant to pay PICHA monthly maintenance fees as established by the applicable portions of the Governing Documents (as modified from time to time) for operation and maintenance of the Common Facilities and other reasonable costs incurred by PICHA. The Directors shall have the power to modify such maintenance fees as set forth in the Bylaws and allowed by Florida Statute.

B. PICHA has the ability to levy and collect assessments against each owner in order to provide necessary funds for property operation, management, repair and replacement of the Common Facilities. The Board of Directors shall have the power to determine such assessments, as set forth in the By-Laws and allowed by Florida Statutes.

C. Monthly maintenance fees and assessments (including any installments thereon) shall constitute a charge on the individual property and a continuing lien on each property against which an assessment is made. Each maintenance fee or assessment together with interest, late fees, costs, and reasonable attorneys' fees shall be the personal obligation of the person or persons who owned the property at the time the assessment or monthly fees came due as stated in the By-Laws.

VI. Miscellaneous.

A. The Board of Directors has the power to amend, revise, create, and/or promulgate the Rules and Regulations, the Established Policies, and other duly promulgated written directive from PICHA and/or any of its duly authorized representatives (including but not limited to its Board of Directors) from time to time so as to implement the provisions of this Deed of Restriction by a majority vote of members at any meeting.

B. Neither PICHA nor the Board of Directors, acting within the scope of their responsibilities as set forth in the Governing Documents, shall be liable to any owner, resident, or any third party for claims, suits, actions involving alleged or actual injury to life and/or property through use of recreational facilities or for loss or damage caused by accident, fire, theft or acts of God to any residence property, or the Common Facilities. Owners shall accept full responsibility for any third parties (including but not limited to tenants, visitors, family members, and residents as defined elsewhere herein) anywhere on PIC property, including but not limited to Common Facilities and/or recreational areas. All such usage shall be at the person's own risk.

C. This Deed of Restriction may be amended by the affirmative vote of sixty-six per cent (66%) of the total members of PICHA, represented in person or by absentee ballots at the annual meeting or other special meeting called for that purpose.

D. In addition to any other specific remedy provided herein, PICHA shall follow the procedures set forth below for violations of the Governing Documents:

- (i) All reports of violations must be in writing, stating the nature of the violation, and signed by the person(s) reporting such violation, and turned over to the Board of Directors (Board).
- (ii) The Board shall investigate and act upon such reports in a timely fashion.
- (iii) If the violation continues or is repeated a second time, a certified mail, return receipt requested, letter shall be sent to the responsible party, outlining the action to date, requesting compliance, and possible penalties for non-compliance.
- (iv) The resident may request a hearing with the Board of Directors within 15 days of receipt of verbal or written notice of violation. The hearing results shall be available with 10 days whenever possible.

- (v) In the event of a third (or more) violation, the following penalties or combinations of penalties may be imposed by the Board: suspension of use of all or a specified portion of the common recreational facilities; civil court action(s) to enforce Governing Documents; recovery of attorney's fee, court costs, and any other cost of proceeding; fine(s) as determined by the Board and/or Court having jurisdiction.
- (vi) The above remedies shall not apply to violations of an emergency nature. The Board shall have the ability to deal with such emergencies as specified in (v) above, without following the preceding requirements.

IN WITNESS WHEREOF, Pine Island Cove Homeowner's Association has caused these Deed Restrictions to be executed by its President with seal affixed the day and year written below.

December 17 1998
DATE

Signed, sealed and delivered in our presence:

Rudolf H. Weibel
Print Name: RUDOLF H. WEIBEL

PINE ISLAND COVE HOMEOWNER'S ASSOCIATION, INC.

Patricia B. Clapp
Print Name: PATRICIA B. CLAPP

By: Raymond McKay
President
Re-executed this 17 day of December 1998

Walter Stacks
Print Name: WALTER STACKS

By: Raymond McKay
President

The foregoing instrument was acknowledged before me this 17 day of December 1998, by RAYMOND MCKAY, President of PINE ISLAND COVE HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, who executed this document as the act and deed of said corporation and who is personally known to me.

[Signature]
Notary Public

[Signature]
Notary Public

ANNE DALTON
Print Name of Notary Public

ANNE DALTON
Print Name of Notary Public

My Commission Expires 8/18/00

My Commission Expires 8/18/00

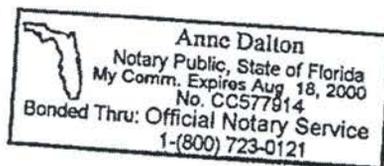
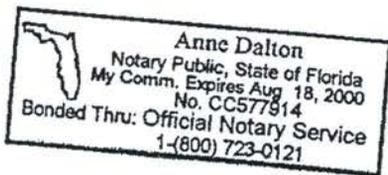


EXHIBIT 'A'

ASSESSABLE LOTS
with voting rights

FLAMINGO BAY UNIT NO. 3 Lots 2 through 98 of Flamingo Bay Unit No. 3 and Lots 103 through 114 of Flamingo Bay Unit No. 3, a subdivision according to the Plat Book 29, Pages 147 through 148 of the Public Records of Lee County, Florida, a total of 109 lots.

FLAMINGO BAY UNIT NO. III-A

Lots 99, 100, 101 of Flamingo Bay Unit No. 3, a subdivision according to the plat thereof recorded at Plat Book 29, Pages 147 and 148 of the Public Records of Lee County, Florida. Lots 115 through 326 (inclusive), Flamingo Bay Unit III-A, a sub-division according to the plat thereof recorded at Plat Book 34, Pages 74 through 80, of the Public Records of Lee County, Florida, and the amended plat of portions thereof recorded in Plat Book 58, Pages 10 through 13, a total of 215 lots.

NON-ASSESSABLE LOTS
without voting rights

Lot #1 and Lot #102 and all Common Elements and outlots.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC.**

These are the Amended and Restated Articles of Incorporation of Pine Island Cove Homeowners Association, Inc., originally filed with the Florida Department of State on December 4, 1987, under Document # N23733. Because this corporation, originally formed under Chapter 723, Florida Statutes, will be administering Flamingo Bay Subdivision Units 3 and 3A, it shall henceforth be governed by the provisions of Chapter 617, Florida Statutes (as amended from time to time). Amendments included have been adopted pursuant to F.S. 617.1007. There is no discrepancy between the Articles of Incorporation as originally filed and these Amended and Restated Articles, other than the inclusion of these amendments and the omission of certain matters of historical interest.

ARTICLE I: NAME

The name of the Corporation is PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC. The Corporation shall be referred to herein as the "Association." These Amended and Restated Articles of Incorporation of Pine Island Cove Homeowners Association shall be referred to herein as "the Articles" and the Bylaws of the Association shall be referred to herein as "the Bylaws."

ARTICLE II: TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III: PURPOSE

The purposes and objects of the Association are such as are authorized under the provisions of Chapter 617, Florida Statutes (as amended from time to time) and shall include, but not be limited to the maintenance, preservation, administration and management of Pine Island Cove Homeowners' Association, Inc., a not-for-profit homeowners association organized under Chapter 617, pursuant to Article III Section (2)

of the Articles of Incorporation for the Association filed December 4, 1987, administer Flamingo Bay Subdivision Unit 3 and 3A and enforce the Deed of Restrictions and other governing documents of the Association. The Association shall have all of the rights and powers set forth in said Florida Statutes. The Association was previously organized under F.S. 723.075 et seq.

ARTICLE IV: MEMBERS

Qualification of members and the manner of their admission shall be regulated by the Bylaws, provided that each owner of a lot located in Flamingo Bay Subdivision Unit 3 and 3A shall be a member, except as set forth in Exhibit "A" hereto, which Exhibit is hereby incorporated by reference.

ARTICLE V: REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office is 2044 Bayside Parkway, Fort Myers, Florida 33901 and the name of the registered agent of this corporation is Anne Dalton, Esquire.

ARTICLE VI: BYLAWS

The Bylaws may be altered, amended or rescinded in the manner provided by the Bylaws, by an affirmative vote of not less than fifty-one (51%) percent of the Board of Directors and by an affirmative vote of not less than fifty-one (51%) percent of the entire membership of the Association.

ARTICLE VII: BOARD OF DIRECTORS

The number of persons constituting the Board of Directors shall be five (5), except as otherwise provided in the Bylaws.

ARTICLE VIII: INCORPORATORS

The names and addresses of the original incorporators to these Articles are as follows:

Patricia Mueske, 7020 Drum Drive, St. James City, FL 33956

Edward Nonnemaker, 7243 Cobiac Drive, St. James City, FL 33956

Robert Bossick, 7315 Cobiac Drive, St. James City, FL 33956

Mary Chamberlin, 7271 Cobiac Drive, St. James City, FL 33956

Kenneth Watkins, 7180 Drum Drive, St. James City, FL 33956

ARTICLE IX: AMENDMENT TO THE ARTICLES OF INCORPORATION

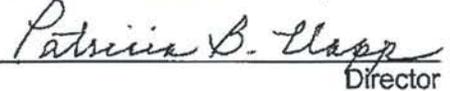
Amendments to these Articles of Incorporation shall be prepared and adopted in the following manner. Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting at which an amendment is considered; approval of a proposed amendment must be by not less than fifty-one (51%) percent of the Board of Directors, and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; and a copy of such amendment to the Articles of Incorporation shall be filed with and certified by the Secretary of State and recorded in the Public Records of Lee County, Florida. No amendments shall make any changes in the qualifications for membership or in the voting rights of members without approval in writing by all members.

ARTICLE X: CERTIFICATION OF ADOPTION

The Amended and Restated Articles of Incorporation contain an amendment to the articles requiring member approval. The number of votes cast for the amendment by the members was sufficient for approval pursuant to Florida law on the 17 day of DECEMBER, 1999.

IN WITNESS WHEREOF the undersigned registered agent and members of the Board of Directors have executed these AMENDED AND RESTATED ARTICLES OF INCORPORATION OF PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC.


Director


Director

Rudolf H. Krugiel
Director

Walter Shaker
Director

[Signature]
Director

Director

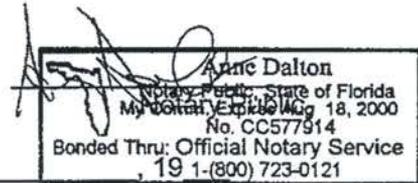
Anne Dalton
Anne Dalton, Esquire
Registered Agent

State of Florida)

County of Lee)

The foregoing instrument as amended was acknowledged before me this 17
day of December, 1998.

My Commission Expires: _____



CERTIFICATE OF ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for the Pine Island Cove Homeowners' Association, Inc. at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Anne Dalton
Signature of Anne Dalton

12/17/98
Date

Address: 2044 Bayside Parkway, Fort Myers, FL 33901

**AMENDED AND RESTATED BY-LAWS OF PINE ISLAND COVE
HOMEOWNERS ASSOCIATION, INC.**
(A Corporation Not For Profit Under the Laws of the State of Florida)

ARTICLE I: IDENTITY

These are the Bylaws of Pine Island Cove Homeowners Association, Inc. (hereinafter "PICHA"), a not for profit corporation under the laws of the State of Florida.

1.1 Principal Office. The principal office of PICHA shall be at Pine Island Cove, St. James City, Lee County, Florida. The books and records of PICHA shall be kept at its principal office, 7290 Ladyfish Drive, St. James City, Florida.

1.2 Fiscal Year. The fiscal year of PICHA shall be the calendar year, unless voted otherwise by the Board of Directors.

1.3 Seal. The seal of PICHA shall bear the name of the corporation, the word "Florida," the words "Not For Profit", and the year of incorporation.

ARTICLE II: MEETINGS OF MEMBERS AND VOTING

2.1 The Annual Meeting. The Annual Meeting of the Members shall be held at such location and on the date and time each year as determined by the Board of Directors in the Notice of Meeting. The purpose of the meeting is to elect Directors and for the transaction of such other business as is authorized by PICHA members.

2.2 Special Members' Meetings. Special meetings of the Members may be called by the President or Vice President or by a majority of the Board of Directors or by twenty (20%) percent of the voting interests of PICHA. Requests for a meeting shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for it.

2.3 Notice of Members' Meeting. Notice shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than fourteen (14) days nor more than sixty (60) days before the meeting. Such notice may be delivered in a newsletter officially used by PICHA and notice of such meeting shall be posted in a common area by, or at the direction of, the officer calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the records of the Association, with postage prepaid.

2.4 Quorum. A quorum at members' meetings shall consist of twenty (20%) percent of the voting interest of PICHA members represented by attendance, absentee ballot or by written consent and will constitute a quorum, except when a larger representation is required by the Articles or these Bylaws.

2.5 Voting

2.5.1 Number and Manner of Votes. Members shall be entitled to cast one vote for each lot owned by the member. Votes may be cast in person, by absentee ballot or written consent.

2.5.2 Majority Vote. The acts approved by a majority of the voting interests present at a meeting and accounted for in person, by absentee ballot, or by written consent shall be binding on all members for all purposes unless the Articles or these Bylaws require a larger percentage of vote, in which case that larger percentage shall control.

2.6 Absentee Ballot and Written Consents. Twenty-one (21) days prior to the election or the date when a membership vote is required, absentee ballots will be mailed to each member requesting a ballot or known to be away during the time of voting. Each absentee ballot or written consent shall contain the date and be effective only for that specific meeting. All absentee ballots or written consents must be delivered to the secretary 24 hours prior to the start of the meeting in which they are to be used.

2.7 Adjourned meetings. If any proposed meeting of the Members cannot be organized because a quorum has not been attained, or if acts or business on the meeting agenda are not approved because of an insufficient number of Members' votes, a majority of those members present and/or accounted for may adjourn the meeting from time to time until a quorum is present. If the place, date and time to which the meeting is adjourned is announced at the meeting at which the adjournment is taken, then notice of the place, date and time of the adjourned meeting shall suffice if posted in conspicuous place(s) in the Clubhouse as soon thereafter as may be practical and no further notice is required. If the place, date and time is not so announced at the meeting at which the adjournment is taken, notice of the newly scheduled meeting shall be given in the manner required for giving notice of a meeting. Except as required above, absentee ballots and written consents given for the adjourned meeting shall be valid unless revoked for reasons other than the new date of the meeting.

2.8 Waiver of Notice. Members may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by the Member to that effect. The waiver shall be filed with the Secretary of PICHA either before, at or after the meeting for which the waiver is given.

2.9 Action by Members Without a Meeting. Members may take action by written consent without a meeting, as long as written notice is given to the Member in the manner prescribed elsewhere in the Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the voting interests of the Members who submit a written response, or a larger percentage vote as otherwise may be required by the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the Membership, provided a quorum submits a response.

2.10 Minutes of Meetings. The minutes of all meetings of the Members shall be kept in a book available for inspection by Members and/or their authorized representatives and board members at any reasonable time. Members of PICHA and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies thereof at the cost of the Members concerned

2.11 Voting Rights. Every person or entity which is an owner of a lot in Flamingo Bay Unit No. 3 per the plat thereof recorded in Plat Book 29, Pages 147 through 148, inclusive, of the Public Records of Lee County Florida (which consists of 109 lots and was previously known as Pinewood Cove) and every person or entity which is an owner of a lot in Flamingo Bay Unit No. III-A, per the plat thereof recorded in Plat Book 34, Pages 74 through 80 inclusive and the Amended Plat or portions thereof recorded in Plat Book 58, pages 10 through 13, of the Public Records of Lee

County, Florida (which consists of 215 voting lots plus two non-voting lots and is known as Pine Island Cove) shall be entitled to one vote for each lot owned by that person or entity at all Association meetings. In the event of joint ownership of a lot, total vote to which that lot is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remaining joint owners. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association.

2.11.1 Notice of Membership in PICHA. PICHA shall not be required to recognize a change of membership until the new member furnishes satisfactory proof of his/her ownership. An Owner intending to transfer title to his/her lot shall give PICHA written notice of such intent a. least seven (7) days prior to making such transfer. An owner acquiring title shall provide to PICHA a copy of the recorded deed or other instrument evidencing title within sixty (60) days after the occurrence of transfer.

2.11.2 Termination of Membership The termination of membership in PICHA does not relieve or release any former member from liability or obligation incurred under or in any way connected with PICHA during the period of his/her membership, nor does it impair any rights or remedies which PICHA may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2.11.3 Membership Roster: PICHA shall maintain a current roster of names and mailing addresses of owners and primary occupants. A copy of the up-to-date roster shall be available to any owner upon request.

ARTICLE III. DIRECTORS

3.1 Number. The affairs of the Association shall be managed by five (5) directors, who shall be members of the Association. The Board of Directors shall be elected by a majority vote of the voting interest at the annual membership meeting called for this purpose, unless directed differently by the Board of Directors.

3.2 Term of Office. At the first election, the membership shall elect five (5) members to the Board of Directors, with the three (3) Directors with the most votes to serve a two (2) year term. The remaining two (2) Directors shall each serve one (1) year, and thereafter the terms of all Directors shall be two (2) years, with three (3) Directors being elected on odd numbered years and two (2) Directors being elected in even numbered years.

3.3 Removal. Any director may be removed from the Board with cause, by a majority vote of the members of PICHA. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

3.4 Compensation. No director shall receive compensation for any service he she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

3.5 PICHA Board of Directors: Nomination Committee and Elections

3.5.1 Nominating Committee and Candidates. A Nominating Committee of five (5) members, to be appointed by the President of the Board of Directors at the October Board meeting, shall select qualified candidates who are in good standing, to run for the Board of Directors. The candidates selected shall be announced at the November Board meeting and nominations shall be accepted from the floor. Nominations shall then be closed. Write-in candidates will be acceptable on the election ballot. The Nominating Committee may hold a "Meet The Candidates" meeting at least two weeks prior to the election, if desired.

3.5.2 Election. Election to the Board of Directors shall take place at the January Membership Meeting. Ballots and instructions shall be delivered or mailed to each voting member approximately 30 days prior to the election. All absentee ballots must be returned to the Office twenty-four (24) hours prior to the election meeting with the appropriate information included to be valid. Voting prior to the annual meeting will be authorized as determined by the Board of Directors and the Nominating Committee. The Nominating Committee shall organize and control the election and disposition of the ballots as directed in Florida statutes and standard legal practice.

3.6 Board of Directors; Meetings

3.6.1 Organizational Meeting. The organizational meeting of a newly selected Board of Directors shall be held immediately after the annual membership meeting or as soon as possible.

3.6.2 Regular Meetings. Regular meetings of the PICHA Board of Directors shall be held at such place and hour as shall be fixed from time to time by Board resolution.

3.6.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors upon not less than 48 hours notice to each director. Publication of regular Board of Directors Meetings in the Newsletter shall serve as notice to all members.

3.6.4 Quorum. Three (3) directors shall constitute a quorum for the transaction of business.

3.6.5 Notice of Board Meetings. Notice of scheduling of Board Meetings shall be posted conspicuously at the Clubhouse at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency. Notice of any meeting in which assessments against Unit owners are to be considered for any reason shall specifically contain a statement to that effect and set out the nature of the assessment.

3.6.6 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.6.7 Voting by Directors. There shall be no voting by proxy at any meeting of the Board of Directors. All Directors must vote, inclusive of the President, except in cases of an asserted conflict of interest.

3.6.8 Acts of the Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval of a greater number of Directors is specifically required by the Articles or these Bylaws and subject to the special voting provisions below.

3.6.9 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, those Directors may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice to the Directors.

3.6.10 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.6.11 Meetings Open to Members. Meetings of the Board of Directors shall be open to all persons who are members of PICHA to attend and observe. No Member, however, shall be entitled to participate in the meeting unless specifically invited to do so by the Board.

3.7 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Director to preside). In the absence of the presiding officer, the Directors present may designate any Director to preside.

3.8 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members of PICHA and/or their authorized representative at any reasonable time. The aforesaid individuals shall have the right to make written notations from the minutes and to receive photocopies thereof at the cost of the individual concerned.

3.9 Failure to Elect a Director Quorum. If the member classes fail to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Member may apply to the Circuit Court in and for Lee County, Florida for the appointment of a receiver to manage the affairs of PICHA. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to PICHA and post in a conspicuous place on the Clubhouse, a notice describing the intended action, giving PICHA time to fill the vacancies. If, during such time, PICHA fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, PICHA shall be responsible for the salary of the receiver and reasonable court costs and attorneys fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve until PICHA fills vacancies on the Board sufficient to constitute a quorum.

ARTICLE IV: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 Included under the laws, Articles and By-laws. All the powers and duties of PICHA existing under the laws, Articles and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees, subject only to the approval of the members when such approval is specifically required. Without limiting the generality of the foregoing, the Board shall have the obligation to administer Flamingo Bay Unit No. 3 Sub-division and Flamingo Bay Subdivision IIIA in accordance with the recorded deed restrictions and covenants.

4.2 But not limited under law. The powers and duties of the Board of Directors shall include, but shall not be limited to, that provided for by statute; that set forth in the Articles and these Bylaws; and all powers incidental thereto.

4.3 Major Capital Additions. Any decision relating to capital additions having a cost in excess of fifteen thousand ((\$15,000) dollars must be ratified by the consent of two-thirds (2/3) of the voting interests of PICHA.

4.4 Federal Or State Requirements Honored. The Board and PICHA must honor requirements placed upon the use of the Common Elements by Federal or State Agencies, as a result of their use by residents of Pine Island Cove Mobile Home Park as required in F.S. 723 and other applicable statutes.

4.5 Emergency Authority and Expenditures. The members of the Board of Directors present and available at the time of calamity or extreme emergency shall be responsible to take such actions as required to protect and preserve the Common Elements. Expenditure of funds for such emergency situations shall be documented and reported to the full Board of Directors and membership at the first opportunity.

4.6 "55 Years or Over". PICHA is a "55 Years or Over" park in accordance with its intent, and governed by the applicable HUD regulations and state statutes. The PICHA Board of Directors and membership are committed to maintaining this status.

ARTICLE V: OFFICERS

5.1 Executive Officers. The executive officers of PICHA shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be Directors. The Officers shall be elected annually by the Board of Directors and may be removed with cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time may elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of PICHA.

5.2 President. The President shall be the chief executive officer of PICHA and shall have all of the powers and duties that usually are vested in the office of President of an association, and shall preside at all meetings of the Board.

5.3 Vice-President The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and also shall assist the President and exercise such other powers and perform such other duties as are incident to the Vice-President of an Association and as may be required by the Directors or the President.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members, and shall attend to the giving of all notices to the members and Directors and other notices required by law. That person shall have custody of the seal of PICHA and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of PICHA, except those of the Treasurer and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or the President.

5.5 Treasurer. The Treasurer shall have custody of PICHAs funds, securities and evidences of indebtedness and shall keep books of account for PICHAs in accordance with good accounting practices, which together with substantiating papers shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer of an association and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of PICHAs in such depositories as may be designated by a majority of the Board of Directors or as required by mortgage lending institution.

5.6 Resignations. Any Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn before said date. The acceptance of a voluntary resignation shall not be required to make it effective..

ARTICLE VI: COMPENSATION OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

Neither Directors nor Officers nor Committee Members shall receive compensation for their services. Directors, Officers and Committee Members may be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

ARTICLE VII: FISCAL MANAGEMENT

7.1 Accounts for Annual Budget. The receipts and expenditures of PICHAs shall be created and charged to accounts under the following classifications as shall be appropriate in accordance with good accounting procedures, all of which expenditures shall be for common expenses:

7.1.1 Current Operating Expenses (i.e. Landscaping, water, sanitation supplies, administration, legal, insurance and management), which shall include all expenditures within the year for which the budget is made, excluding those expenses chargeable to the accounts delineated in subsections (2) and (3) next herein below.

7.1.2 Current Operating Expense Contingency, which shall include an allowance for the contingency where actual operating/current expenses exceed the budgeted amount thereof.

7.1.3 Reserve for Deferred Maintenance and Capital Expenditures. The reserves for deferred maintenance and capital expenditures include, but are not limited to roof replacement, building painting, and pavement resurfacing. A capital expenditure is an expense that results from the replacement of an asset whose life is greater than one year in length or the addition of an asset which extends the life of the previously existing asset for a period greater than one year. An item of deferred maintenance is an expenditure for maintenance or repair that will result in extending the life of the asset for a period greater than one year. If the majority, of the voting interests of the membership of PICHAs present in person or by absentee ballot at a meeting of the Membership votes as such, the annual budget either need not contain any such reserves, or may contain such reserves but at a lesser amount than that would be required by means of a formula which is based upon the estimated life and estimated replacement costs of each reserve item. Such a decision to reduce or eliminate such reserves if made, shall apply only for a particular fiscal year as determined by the resolution as approved by a majority of the voting interest in PICHAs.

7.1.4 Pine Island Cove Sewer Authority. The Pine Island Cove Sewer Authority, also known as the Waste Water Treatment Plant (WWTP), will be operated as a separate entity, managed by PICHA according to the guidelines, rules and regulations of the Public Service Commission. A separate budget and banking account shall be maintained as required. The necessary permits and ownership rights shall remain as an entity of PICHA. PICHA shall be responsible for management of the plant and the collection systems, including the lift stations and mains, but excluding the lateral connections that service each home, until such time the WWTP is no longer controlled, operated, managed, maintained or needed by PICHA.

7.2 Board Adoption of Annual Budget. The Board shall adopt an Annual Budget and fix and determine maintenance fee(s) against the Owners for the common expenses of PICHA prior to the last day of the year, prior to the upcoming Budget Year, at a Special Meeting of the Board called for that purpose or at the December Board of Directors Meeting. The Annual Budget shall include the estimated funds required to operate PICHA and maintain the Properties for which it is obligated to maintain, repair and replace. The Annual Budget shall be detailed and shall show the amounts budgeted by the accounts and expense classifications.

7.2.1 The Board shall mail or deliver a meeting notice and copies of the proposed Annual Budget to the Members of PICHA not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered. The Membership of PICHA shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered. The meeting shall be open to all members of PICHA.

7.2.2 If an adopted Annual Budget requires assessments against the members of PICHA in any budget year which exceed One Hundred and Fifteen Percent (115%) of the assessments for the preceding year, it shall require a unanimous vote of the Board of Directors and a majority vote of the member voting interests present at the meeting.

7.2.3 For non-budget expenditures, except in the case of required replacement or repair of existing facilities or equipment, or refinancing corporate debt, any expenditure in excess of \$2,500 shall be approved by a majority of the members voting at a meeting.

7.3 Failure of the Board of Directors to Adopt Budget. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date, whether monthly or quarterly.

7.4 Budget Amendment. In the event that the annual assessment proves insufficient, the Annual Budget and assessments pursuant thereto may be amended at any time by the Board of Directors. The unpaid assessments for the remaining portion of the year for which the amended assessment, is made, shall be spread equally over the remaining months of the budget year.

7.4.1 If the Annual Budget is amended, the provisions of Section 7.2.2 above shall apply.

7.4.2 If the Annual Budget is amended, a copy of the amended Annual Budget shall be furnished to each Member of PICHA.

7.5 Special Assessments and Charges. Assessments and charges for expenses which are not provided for and funded in the Budget shall be determined by the PICHA Board of Directors and

approved by a majority of the voting interest of PICHA at the Annual Members' Meeting or at a special meeting called for that purpose, if the intended projected is at least \$15,000.

7.6 Collection of Monthly Assessments. PICHA shall be responsible for the collection of monthly assessments, including monthly sewer charges and any special assessments levied and due from the members of PICHA affecting all lots as referred to in Exhibit "A" of the Articles of Incorporation.

7.6.1 Vacant lots will be assessed at 50% the monthly assessment and vacant 1/2 lots at 25% of monthly assessment.

7.6.2 Homes occupying two lots will be assessed 150% of monthly assessment rates for the two (2) lots. Sewer charges will be levied to each owner of a residence in the PICHA sewer service area, whether occupied or vacant.

7.6.3 Special Assessments levied by PICHA shall be at the rate of 100% for all lots including vacant lots, except that 1/2 lots will be assessed at 50%.

7.7. Liability for Assessments and Charges. A lot owner shall be liable for all assessments and charges, including but not limited to sewer charges, coming due while he/she is the owner of a lot, and such owner (and owner's grantees after a voluntary conveyance) shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be liable for unpaid assessments of prior owners. Liability may not be avoided by the owner by waiver of the use or enjoyment of any common areas or by abandonment of the lot for which the assessments and charges are made.

7.7.1 Liens for Assessment and Charges. The unpaid portion of an assessment or charge which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon the lot and all structures and improvements, when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116 and other applicable statutes. Such lien shall be subordinate to any prior recorded first mortgage on the lot, except to the extent otherwise provided by law.

7.7.2 Collection – Interest: Application of Payments. Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before such ten day period shall bear interest at the rate specified in the Association Rules and Regulations, from the date due until paid. All payments upon account shall be first applied to interest, costs and fees (including attorney fees, from pre-suit through appellate level) and then to the assessment payment first due. All interest collected shall be credited to the common contingency account.

7.7.3 Collection – Suit. The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida. In any event, the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees from pre-suit up through and including appellate proceedings. The Association shall hand deliver, or mail by certified mail, to the lot owner a written notice of its intention to foreclose

the lien 30 days before commencing foreclosure, unless a Notice of Contest of Lien has been filed.

7.8 Surplus Funds. Any surplus funds of PICHA may be invested in a money market fund, Treasury Bills or other approved accounts as directed by the PICHA Board of Directors.

7.9 Audit or Other Accounting. The Board of Directors shall cause the statements of PICHA to be compiled, reviewed, audited, or reported, unless waived by a majority of votes present at the December, or budget, meeting.

7.10 Annual Financial Report to Members. Pursuant to the requirements of F.S. 617.303, the Board of Directors shall cause an annual financial report to be prepared within sixty (60) days after the close of the fiscal year and, within such sixty (60) day period, provide each member with a copy of such annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

(a) Financial statements presented in conformity with generally accepted accounting principles; or

(b) A financial report of actual receipts and expenditures, cash basis, which report must show (i) The amount of receipts and expenditures by classification; and (ii) The beginning and ending cash balances of the association.

ARTICLE VIII: COMMITTEES

8.1 Directors of Committees. The Board of Directors, by resolution adopted by a majority of the directors may designate, as required an unlimited number of committees, to include Social and Recreational Committees. One member of the Board of Directors shall be assigned to each committee and no board member will be assigned to more than four committees. The director to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of that committee. The board member will be designated to over-see the actions of each committee through the committee chairperson. The designation of such committees and the delegation thereto of authored shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it or him by law.

8.2 Sub-Committees. The Board of Directors, by resolution adopted by the majority of the directors, may designate as required, and unlimited number of sub-committees for each appointed committee. A chairperson and members will be designated for each sub-committee and will be responsible to the appropriate appointed committee director.

8.3 Committee Members. Except as otherwise provided in such resolution, directors of committees, members of committees or sub-committees shall be members of the corporation. The Board of Directors shall appoint the members thereof. Any member thereof may be removed by the appointing body whenever in their judgment the best interests of PICHA shall be served by such removal.

ARTICLE IX: ROSTER OF UNIT OWNERS

Each Lot Owner in the subdivisions shall file with PICHA a copy of the deed or other document showing his ownership and verify condition as to: **a.** vacant lot; **b.** improved lot (with home); **c.** split lot; **d.** home occupying two (2) lots. PICHA may rely upon the accuracy of such

information for all purposes until notified in writing of changes therein. It shall be the affirmative duty of each Lot Owner to notify the Board of Directors of PICHA of changes in ownership, mailing address and changes in mailing address.

ARTICLE X: NON-COMPLIANCE OF GOVERNING DOCUMENTS

10.1 Rights and Privileges. Residents and owners of assessable lots in PICHA are entitled to the rights and privileges of the Governing Documents of PICHA and are subject to the documents requirements as they relate to the Common Elements and adopted Rules and Regulations promulgated by PICHA's Board of Directors concerning the use of the Common Elements, and the amendments of those documents from time to time.

10.2 Non-Compliance. Non-compliance with the governing documents shall result in the following procedures, in addition to any other specific remedy provided herein. PICHA shall follow the procedures set forth below for violations of these Governing Documents:

10.2.1 All reports of violations must be in writing, stating the nature of the violation, and signed by the person(s) reporting such violation, and turned over to the Board of Directors ("Board").

10.2.2 The Board shall investigate and act upon such reports in timely fashion.

10.2.3 If the violation continues or is repeated a second time, a certified mail, return receipt requested letter shall be sent to the responsible party, outlining the action to date and requesting compliance and outline possible penalties for noncompliance

10.2.4 The resident may request a hearing with the Board of Directors within 15 days of receipt of verbal or written notice of violation, the hearing results shall be available within 10 days whenever possible.

10.2.5 In the event of a third (or more) violation, the following penalties or combination of penalties may be imposed by the Board of Directors; civil court action(s) to enforce the Governing Documents; recovery of attorneys fees, court costs, and any other costs of proceeding; fine(s) as determined by the Board and/or Court having jurisdiction

10.2.6 The above remedies shall not apply to violations of an emergency nature. The Board of Directors shall have the ability to deal with such emergencies as specified in (10.2.5) above, without following the preceding requirements.

ARTICLE XI: INSURANCE

11.1 Indemnification. The PICHA Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of any other corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgements, fines or amounts paid in settlements, actually and reasonable incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, and no reasonable cause to believe his conduct was unlawful. However, no

indemnification shall be provided in any action or suit by or in the right of the corporation to procure a judgment in its favor, with respect to any claim, issue or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation. Indemnification hereunder shall be made by the corporation only as authorized in the specific case on a determination by a majority of disinterested directors that such individual met the application standard of conduct set forth above. The termination of any action suit or proceeding by judgment, order, settlement, conviction or on a plea or nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not meet the applicable standard of conduct. Indemnification hereunder shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person.

11.2 Fidelity Bonds shall be required by the Board of Directors for all officers and employees of PICHA and from any contractor handling or responsible for PICHA funds. The fidelity bonds shall name PICHA as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half (1 1/2) times the estimated annual operating expenses and reserves. In connection with such coverage, appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The premiums on such bonds shall be paid by PICHA.

11.3 Property, Casualty and Liability Insurance. The Board of Directors shall be required to fully insure all property owned by PICHA and insure against any threatening situations involving the Association, its Board of Directors, and members and employees while conducting Association business.

ARTICLE XII: LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in PICHA shall not relieve or release a former member from any liability or obligation incurred with respect to the Articles, Bylaws or Rules and Regulations during the period of membership, nor impair any rights or remedies that PICHA may have against the former member arising out of his membership and his covenants and obligations incident to membership.

ARTICLE XIII: PARLIAMENTARY RULES

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the Membership and Board of Directors when not in conflict with the Articles or these Bylaws.

ARTICLE XIV: AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

14.1 Notice. Notice of subject matter of a proposed amendment shall be included in the notice of the Members' meeting at which the proposed amendment is to be considered by the Membership.

14.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either a majority of the Board of Directors of PICHA or by 20% of the membership of PICHA. Except as elsewhere provided, an Amendment shall be approved (1) by not less than a majority of the Board of Directors and by (2) not less than a majority of the PICHA membership.

14.3 Provisos

14.3.1 No amendment shall be made which has as its purpose, the favor or disfavor of one Member over another, or the membership of a Member, or the persons occupying lots owned by the Member.

ARTICLE XV: COMMON ELEMENTS

The Common Elements which are within the jurisdiction of PICHA are identified as follows:

15.1 Common Elements. Common Elements owned by PICHA shall mean and be defined as the following:

Clubhouse and Related Facilities. All improvements and personal property including but not limited to the Clubhouse, Swimming Pool, Jacuzzi and Shuffleboard Courts located on Outlot C, Flamingo Bay Unit No. 3.

Boat Ramp. The Boat Ramp and related parking and launching facilities located on Outlot D, Flamingo Bay Unit No. 3.

Streets. All Streets in Flamingo Bay Unit No. 3 and Unit No. III-A.

Street Lights. All Street lights within the subdivision.

All Canals and Bass Lake. Faith Canal, Hope Canal, Bass Canal. Each lot owner shall be responsible for seawalls and shore line abutting any water area.

Boat Lifts. Boat lifts on Faith Canal and Hope Canal.

Storm Sewers. Mains and drainways and catch basins.

Cobiac Compound. Boat, RV storage as needed and yardwaste collection

Trash Collection.

Recycling Collection.

Pine Island Cove Sewer Authority.

The Pine Island Cove Sewer Authority, also known as the Waste Water Treatment Plant (WWTP) will be operated as a separate entity, managed by PICHA according to the guidelines and rules and regulations of the Public Service Commission. A separate budget and banking account shall be maintained as required. PICHA shall be responsible for management of the plant and the collection systems including the lift stations, and mains but excluding the lateral connection that serves each home, until such time as no longer warranted.

15.2 Pine Island Cove Mobile Home Park. Within the Pine Island Cove Subdivision is a Mobile Home Park on leased lots owned by PICHA, which includes both mobile homes and manufactured homes. The homeowners on these lots have the same rights as other residents who own their lots. They are encouraged to attend PICHA meetings although they are not members of PICHA

and may not cast votes. Certain Florida Statutes (such as F.S. 723) place requirements strictly pertaining to such Mobile Home Parks, making those laws part of our governing documents. These leased lots may be sold as demand warrants, and PICHA will issue a deed and membership certificate for each lot owner until all lots are sold.

ARTICLE XVI: CONSTRUCTION; DEFINITIONS

16.1 Construction. Wherever the context so permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

16.2 Definitions. All Definitions contained in PICHA Articles of Incorporation are hereby adopted and incorporated herein by reference, and shall have the same meaning in these Bylaws as expressed in the Articles of Incorporation.

ARTICLE XVII: CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

The foregoing were adopted as the Amended and Restated Bylaws of Pine Island Cove Homeowners Association, Inc. on the 17 day of December, 1998.

Pine Island Cove Homeowners Association, Inc.

By: Roy A. McKay
President

By: Patricia B. Clapp
Secretary

AMENDED ESTABLISHED POLICIES FOR COMPLIANCE WITH "55 YEARS AND OLDER" PROVISIONS OF THE FAIR HOUSING AMENDMENTS ACT OF 1988

1. The Park is an "OVER 55" community. As such, at least one of the two occupants of each home must be at least fifty-five (55) years of age. The second occupant must be at least forty (40) years of age. Residents who were legally residing in the Park, as of the date of the Fair Housing Amendments Act of 1988 (FHAA) are "grandfathered in." All existing situations concerning Pinewood Cove residents not in conformity with PICHA Established Policies for the "55 Years and Older" provisions shall be "grandfathered in" as of the date of approval of the Merger with special exemptions approved by the PICHA Board of Directors.

2. In order for the Park to comply with State and Federal regulations, each occupant of the Park shall provide to the Board of Directors a legible copy of his/her driver's license, passport, birth certificate, or voter registration card to certify his/her age within five (5) days before occupancy. Each new applicant for occupancy in the Park shall provide such copy with his/her application, or the application will not be considered for approval. Such age verification information shall be retained by the Association at the office. The Association enforces these verification policies and procedures and accurate record keeping requirements to maintain its "OVER 55" Provisions of the FHAA.

A. The following exceptions to the "OVER 55" Provisions are allowed:

- (i) Caregivers shall be permitted in the Park as provided in Paragraph 3 below.
- (ii) Guests shall be permitted in the Park as provided in the Rules and Regulations.

3. The Association recognizes that, from time to time an occupant may require the services of a caregiver, and that the FHAA provides for a "caregiver" exception to the "OVER 55 Provisions". The PICHA Board of Directors shall develop modified caregiver guidelines as soon as possible following the merger.

4. The Guidelines contained in the Federal Register Vol. 54, No. 13, January 23, 1989, are the guidelines Pine Island Cove Homeowners Association, Inc. has adopted to establish the Park as "55 AND OVER".

- A. Pine Island Cove Homeowners Association does publicize adherence to policies and procedures which demonstrate an intent by PICHA to provide housing for persons 55 years of age and older.
- B. Pine Island Cove Homeowners Board of Directors shall continue to design services specifically to meet the physical or social needs of older persons in the Park.

5. Pine Island Cove Homeowners Board of Directors is consistent in their application of maintenance of the Rules & Regulations pertaining to the Exemption of Housing for Older Persons as follows:

A. All units must have one person 55 years or older unless that resident was "grandfathered in" with special exemptions approved by the PICHA Board of Directors, including residents who bought their homes prior to September 1988.

B. Exemptions as follows:

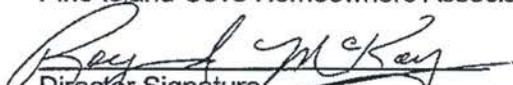
- (i) All existing situations concerning Pinewood Cove residents not in conformity with PICHA Established Policies for the "55 Years and Older" provisions shall be "grandfathered in" as of the date of approval of the March 1998 Proposed Merger Plan.
- (ii) Other special exceptions as determined to be qualified under the 20% or less by the Board of Directors. These special exceptions will be documented and determined on a case by case basis (at all times a safety margin will be maintained with the 20%).
- (iii) Since the Fair Housing Amendment Act DOES NOT prohibit discrimination because of age, nothing in the Act prohibits PICHA from seeking to qualify for the exemption "55 AND OVER" housing and setting age restrictions that are more stringent than those set forth in the Act.

C. The minimum age shall be 40 years old for the second person unless a higher age is suggested by the forthcoming HUD Federal Register Publication.

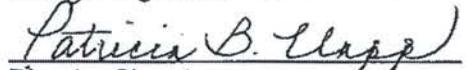
- 6. An active census is maintained in the PICHA office so any changes by residents can be recorded immediately.
- 7. Any official changes or interpretations by federal, state or local authorities will supersede these guidelines and guidelines will be amended to reflect those changes.
- 8. Significant Facilities and Services portion of our Established Policies and of the over age 55 exemption have been removed from the Fair Housing Law by enactment of H.R. 660 on December 28, 1995.

The foregoing is adopted as the Amended Established Policies for Compliance with "55 Years and Older" Provisions on the 17 day of December, 1998.

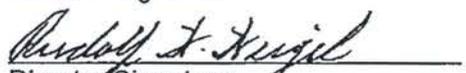
Pine Island Cove Homeowners Association, Inc. Board of Directors


Director Signature


Director Signature


Director Signature


Director Signature


Director Signature

RULES & REGULATIONS
PINE ISLAND COVE HOMEOWNERS ASSOCIATION
"55 AND OVER" COMMUNITY
Revised 1998

For your convenience, security and the pleasant atmosphere associated with gracious mobile home living, the following Rules & Regulations are enforced.

1. The Park is an OVER 55 COMMUNITY. To keep the "55 and over" status, one person must be 55 years old and a minimum age of 40 for the second person.

2. No commercial solicitors or peddlers are permitted without written consent from the PICHA Board of Directors. No residence within the Park may be used as a place of business for the general public.

3. Use of your home for an extended length of time (more than 3 days) by friends, family or any person, in your absence, requires prior notification to the Park Office. Said notice should state names, age, length of stay and number of persons. All such persons must agree they will comply with the Rules & Regulations and Established Policies of the Park.

4. Visitors, guests, and family or relatives are permitted in the Park for visitation of not more than 30 days per year. Residents are responsible for the behavior of visiting children, who, up to the age 15 must be supervised by an adult in and around all recreation areas at all times. Only bona fide guests of residents may use the amenities. Residents are responsible for their guests at all times.

5. All Park residents must display the PICHA sticker on windshield of vehicle. All visitors must display the mirror tag at all times while driving in the Park or using the various facilities for parking. It must be in plain view at all times while the vehicle is in the Park. Park residents may keep a visitor tag at their home for use by visitors.

6. All boat trailers must have an assigned space in Cobiac Compound and be registered in the office. All boat trailers and RV's must have the PICHA sticker on the front of the trailer for identification purposes. No boats, trailers or vehicles are allowed to park on the lawn or street. Boat ramp use is for Residents ONLY. Residents are those persons who own or rent their homes. No parking around Clubhouse except for Clubhouse activities.

7. Residences (homes) shall be occupied by two persons or less. The Board of Directors shall consider special requests for additional person(s) to stay beyond the thirty (30) day visitation period when such a request will not violate the Established Policies "55 Years and Older" Provisions, including the minimum age limit, by the additional resident(s). At no time shall more than four (4) persons reside in a home. Each exception to the two (2) person residences shall be

considered on a case by case basis. An additional maintenance fee of ten (\$10.00) dollars per person per month shall be paid.

8. The Park Office reserves the right to do the necessary work so all lots meet Park standards. The costs will be charged to the homeowners for lawn and property maintenance of \$ _____ as required. If a resident is away for more than 2 weeks, please notify the Park office concerning the arrangements made for necessary ground care. No unsightly condition will be allowed on patios, carport, or any area of a lot.

9. No radio or television aerials, or similar projections shall be permitted in the Park. Satellite dishes no larger than 18" in diameter may be installed only with Board of Directors approval of location.

10. No outdoor drying lines or apparatus for the drying of laundry shall be permitted on any lot, except for one (1) single post, umbrella type device not more than six (6) feet in diameter and not standing more than six (6) feet above ground level. Grass and other ground cover shall be cut on a regular basis, trees & shrubs shall be well trimmed.

11. Only residents cars may be washed in the Park. Speed limit NOT to exceed 15 MPH. Guest parking is provided, at the boat ramp for extended visits. No parking allowed in vacant carports unless permission is obtained from owner and registered in the office. No major repairs or overhaul of cars, boats, etc., is permitted in the Park. Resident-owned commercial vehicles, campers, travel trailers, etc., shall be kept in their assigned spaces in the boat storage area when not in use. No airboats, motorcycles, mopeds or golf carts are permitted in the Park.

12. Late fees of \$ _____ monthly will accrue beginning the tenth day of the month on rent or any other charge to the homeowner that is not paid by the tenth day of each month. That \$ _____ monthly will be retroactive to the first day of the month and will continue every day thereafter until such time as the rent or other charge is paid. A \$ _____ service fee, plus late charges, will be made for bad checks.

13. To help insure the safety of all residents residing in the Park, those residents with lawn lights are required to keep them operational during the hours of darkness. It is suggested that residents leaving the Park for an extended period of time make arrangements with a neighbor to replace burned out bulbs or a fuse.

14. PICHA shall not be liable for injury to life or property through use of park facilities or for loss or damage caused by accident, fire, theft, or act of God, or to any personal property. In the event you have called for fire, police, or ambulance, please notify the Park office as soon as possible.

15. Pets...a maximum of two house pets is permitted. Pets must be confined to the interior of the home when the resident is not present and must be on a leash at all times when outside of your home. Pets must be walked in the street or transported to the common areas for exercise. CLEAN UP IS A MUST!!!! Pets are not permitted in the pool area or Clubhouse at any time. No chickens, other fowl, horses or livestock of any kind shall be kept in any portion of the Park. No animals of any kind shall be kept or maintained on any portion of the Park except normal household pets owned by the occupants of a residence located on a lot, and not maintained for any commercial purpose. Household pets shall have such care so as not to be objectionable or offensive because of noise, odor or unsanitary conditions.

16. Mangrove cutting is strictly controlled by state agencies. No cutting or trimming of mangroves will be allowed without Board of Directors approval. Any person or homeowner found responsible for illegal cutting of mangroves will be subject to penalty.

17. Feeding of nuisance birds, such as sea gulls is prohibited in the residential area of the Park. Feeding of alligators is against Florida State Law AND Park Regulations. The State of Florida will fine persons guilty of the above offense up to \$500.00.

18. Dangerous weapons.. no owner, tenant or visitor within the Park shall use, or permit the use by an occupant, agent, employee, invitee, tenant, guest or member of the family, of any firearms, air rifles, pellet guns, bows and arrows, or other dangerous weapons, projectiles or devices anywhere in any portion of the Park or adjacent areas.

19. All homes will have an attached aluminum carport, storage shed, screen room and/or Florida room, concrete brick skirting, steps and driveway approved by PICHA. All additions or changes to the exterior of the home or concrete package must have prior written approval from the Board. A drawing with dimensions, areas to be used and drawing of the improvements is required. Any dock construction on the canals MUST have a DEP permit. Homeowners may not make any changes, or additions to the land or seawalls without submitting a drawing of the changes for prior approval. All water property without seawalls must be well maintained and kept free of grasses, weeds etc. Maintenance of seawalls is the responsibility of the resident homeowner.

20. No advertising sign of any kind shall be displayed to the public view on any lot except (1) sign approximately 18" x 24" or less. Such sign shall be temporary in nature as far as construction and placement is concerned, and must be placed flush to the house or planter fronting the house. In no instance are signs to be placed perpendicular to the street. Such signs as are allowed shall be maintained in good condition at all times and shall be removed when no longer needed. The PICHA Board of Directors reserves the right to make final

decisions as to the placement of such signs. Advertising signs of vendors doing construction or repair work in the Park...same rule applies.

21. There will be no fences permitted on any lot.

22. Garbage and trash must be disposed in the compactor located in the Ladyfish Compound. Lawn clippings and other yard debris is disposed in the designated areas in the Cobiac Compound. This is for residents only. No commercial contractors are allowed to use compound. Removal of bulk items, i.e. building materials, refrigerators, stoves, water heaters, freezers, bed and mattresses, carpeting and other furniture is the responsibility of the homeowners and said items are not to be discarded in either compound maintained by PICHA. No garbage, refuse, trash or yard waste or other such objects shall be thrown or placed in any of the canals or waterways located within the Park. No trash or garbage shall be burned in any portion of the Park. The Park has a re-cycling program and all recycling materials must be put in the designated area for pick up. NO RECYCLABLES are to be put in the compactor. Use of compactor is for RESIDENTS ONLY!

23. No gasoline powered engines may be used on Bass Canal/Lake except by authorized governmental agencies or individuals granted permission by the PICHA Board of Directors for the purpose of maintaining both bodies of water.

24. There will be no smoking in the Pine Island Cove Clubhouse.

25. No lot owner or homeowner may sell or lease his lot or home unless one of the intended tenants is fifty-five (55) years of age or older at the time of occupancy, and such owner shall submit an age verification form to the Board of Directors at the Park Office prior to the effective date of the lease or sale which sets forth the ages of the intended tenant. (Second person - minimum of at least 40). For leased lots, PICHA may evict tenants on property owned by PICHA for those grounds set forth in the Florida Statutes. The purchase of your home by anyone who has not executed a Lease Agreement or obtained consent from the Board of Directors. shall not constitute permission or rights for purchaser(s) to reside within the Park.

26. All sales agreements and rental leases must be pre-approved by the PICHA Board of Directors. Final sale and lease agreements should include a signed statement by the lessee or new owner that they received a copy of the Park Rules and Regulations, Established Policies and By-Laws.

27. Residents shall not play any radio, television, stereo, record players, or make any noise at any time in such a manner as to annoy other residents. Disturbing the peace, will not be tolerated. Residents or their guests are not to trespass on other's lawn or property.

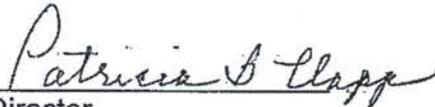
28. Pool use is restricted to residents and their guests. The pool committee appointed by the Board of Directors has the authority to enforce all pool rules in the absence of the Board of Directors as follows:

Pool hours shall be from dawn to dusk weather permitting, at the discretion of the management.

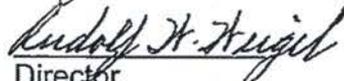
- a. Shower before entering pool or jacuzzi.
- b. There shall be no running or jumping in the pool area.
- c. There shall be no glass bottles or glass "breakables" in the pool area.
- d. Proper swimming apparel in the pool is required at all times.
- e. No playing radios in the pool area without usage of ear phones.
- f. No diving in the pool.
- g. No tubes, rubber rafts or ball playing in the pool
- h. No pets are allowed in pool area or Clubhouse.
- i. Children are not allowed in jacuzzi.

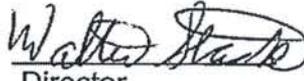
All the Rules and Regulations are to insure the enjoyment of the residents. It is the responsibility of all residents to follow the Rules.

These Rules and Regulations are adopted by PICHA Board of Directors on the 17th day of Dec, 1998.


Director


Director


Director


Director

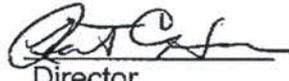

Director



EXHIBIT "C"
FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

SSouth District Office
P.O. Box 2549
Fort Myers, FL 33902-254
SouthDistrict@dep.state.fl.us

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANERA
L.T. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

JAN 15 2015

STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT

Sent via electronic mail

PERMITTEE:

Pine Island Cove Home Owners Association

RESPONSIBLE OFFICIAL:

Charles Venturi, Vice President
7290 Ladyfish Drive
St James City, Florida 33956
PICoveHA@comcast.net
(239) 283-3100

PERMIT NUMBER: FLA014534

FILE NUMBER: FLA014534-007-DW3P

EFFECTIVE DATE: October 31, 2014

EXPIRATION DATE: October 30, 2019

FACILITY:

Pine Island Cove WWTP
7290 Ladyfish Drive
St James City, FL 33956-2745
Lee County
Latitude: 26°33' 58.1875" N Longitude: 82°6' 29.1111" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

Operate an existing 0.050 million gallons per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration activated sludge domestic wastewater treatment plant (WWTP) consisting of: four 5,000 gallon surge tanks, ten 5,000 gallon aeration basins, one 7,500 gallon clarifier tank, one 5,000 gallon sludge holding tank, and one 1,200 gallon chlorine contact chamber (CCC). Disinfection is provided by liquid sodium hypochlorite.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.050 MGD AADF permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of one percolation pond located approximately at latitude 26°33' 58" N, longitude 82°6' 29" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 16 of this permit.



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

South District Office
P.O. Box 2549
Fort Myers, FL 33902-2549
SouthDistrict@dep.state.fl.us

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

Sent via electronic mail

In the Matter of an
Application for Permit by:

Pine Island Cove Home Owners Association
Charles Venturi, Vice President
7290 Ladyfish Drive
St James City, Florida 33956
PICoveHA@comcast.net

Lee County - DW
File Number FLA014534-007-DW3P
Pine Island Cove WWTP

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA014534 to operate the Pine Island Cove WWTP, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department in

PERMITTEE: Pine Island Cove Home Owners Association
FACILITY: Pine Island Cove WWTP

PERMIT NUMBER: FLA014534
PA FILE NUMBER: FLA014534-007-DW3P

writing for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
- (c) A statement of when and how the petitioner received notice of the Department's decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900

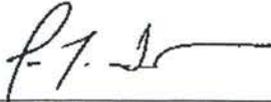
PERMITTEE: Pine Island Cove Home Owners Association
FACILITY: Pine Island Cove WWTP

PERMIT NUMBER: FLA014534
PA FILE NUMBER: FLA014534-007-DW3P

Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

Executed in Ft. Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of
District Management

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated Deputy Clerk, receipt of which is hereby acknowledged.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on October 31, 2014 to the listed persons.



Clerk

October 31, 2014
Date

Copies furnished to:

Patrick Day, P.E., patd@tkwonline.com
Scott Sebor, watersolutionsofswfl@gmail.com
Allen Slater, FRWA, allen.Slater@frwa.net
Deanna Newburg, FDEP
Barbara Skates, FDEP
Diane Loughlin, FDEP



FLORIDA

Public Service Commission

CERTIFICATE NUMBER

453 - S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC.

Whose principal address is 7290 Ladyfish Drive St. James City, Florida 33956-2723 (Lee County)

to provide wastewater service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 21516 DOCKET 880994-SU
ORDER PSC-94-0038-FOF-SU DOCKET 910817-SU
ORDER DOCKET
ORDER DOCKET

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION

Signature of Steve Fidele, Director, Division of Records & Reporting





EXHIBIT "D"

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTH DISTRICT
P.O. BOX 2549
FORT MYERS, FL 33902-2549
SouthDistrict@dep.state.fl.us

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

SENT VIA ELECTRONIC MAIL

May 11, 2015

Charles Venturi
Vice President
Pine Island Cove Home Owners Association
7209 Ladyfish Drive
St. James City, FL 33956
Email: PICoveHA@comcast.net

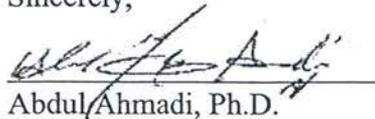
Re: Lee County – DW
Pine Island Cove WWTP
FLA014534

Dear Mr. Venturi,

Department personnel conducted a compliance evaluation inspection of the above-referenced facility on May 5, 2015. Based on the information provided during the inspection, the facility was determined to be in compliance. A copy of the inspection report is attached for your records.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Diane Loughlin at (239) 344-5641, or via e-mail at Diane.Loughlin@dep.state.fl.us.

Sincerely,



Abdul Ahmadi, Ph.D.
P.E. Administrator
South District
Florida Department of Environmental Protection

Enclosures: Inspection Report

ec: Scott Sebor, Water Solutions of SWFL (watersolutionsofswfl@gmail.com)
Allen Slater, FRWA (allen.slater@frwa.net)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT
FACILITY AND INSPECTION INFORMATION @ = Optional

Name and Physical Location of Facility Pine Island Cove 7290 Ladyfish Dr St James City, FL 33956 - 2745	WAFR ID: FLA014534	County Lee Phone (239) 283-3100	Entry Date/Time 5/5/2015 @ Exit Date/Time 5/5/2015
Name(s) of Field Representative(s) Scott Sebor	Title Operator	Email	Phone
Name and Address of Permittee or Designated Representative CHARLES VENTURI 7290 Ladyfish Dr St James City, FL 33956	Title Vice President Email	Phone (239) 283-3100	@ Operator Certification #

Inspection Type	<input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> I	Samples Taken (Y/N): N	@ Sample ID #	Samples Split (Y/N):
<input checked="" type="checkbox"/> Domestic	<input type="checkbox"/> Industrial	Were Photos Taken (Y/N): Y	@ Logbook Volume:	@ Page:

FACILITY COMPLIANCE AREAS EVALUATED

IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance SC: Significant Non-Compliance;
NA: Not Applicable; NE or Blank: Not Evaluated

Significant Non-Compliance Criteria Should be Reviewed When Out of Compliance Ratings Are Given in Areas Marked by a "♦"

	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ♦ Permit	NA	3. Laboratory	IC	6. Facility Site Review	IC	9. ♦ Effluent Quality
IC	2. ♦ Compliance Schedules	IC	4. Sampling	NE	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		IC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	NE	11. Biosolids/Sludge
						NA	12. Groundwater
NA	14. Other:					NE	13. SSO Survey

Facility and/or Order Compliance Status In-Compliance Out-Of-Compliance Significant-Out-Of-Compliance

Recommended Actions

Name(s) and Signature(s) of Inspector(s) Diane Loughlin <i>Diane Loughlin</i>	District Office Phone Number SD/ 239-344-5641	Date 5/8/2014
@ Signature of Reviewer Dr. Abdul Ahmadi	District Office Phone Number SD/ 239-344-5614	Date

Single Event Violation Code(s):

INSPECTION REPORT SUMMARY

Facility Name Pine Island Cove
Facility ID: FLA014534
Inspection Type CEI
Inspection Date 5/5/2015

FACILITY BACKGROUND:

Facility Address 7290 Ladyfish Dr, St James City, FL 33956 - 2745, Lee County
Program/ Permit Information DW, permit issue date: 10/31/2014, expiration date: 10/30/2019
Treatment Summary: Ea To Perc Pond
Permitted Capacity: 0.05 MGD

1. **Permit:** RATING – IN COMPLIANCE

1.1 **Observation:** *General* – A copy of the permit was onsite and available to plant personnel.

2. **Compliance Schedules** RATING – IN COMPLIANCE

2.1 **Observation:** *General* – The schedules specified in the permit/order have been completed.

Additional Comments: Items #1-4 and #6-10 in the schedule have been completed. Item #5 is not due until June 25th.

3. **Laboratory:** RATING – NOT APPLICABLE

4. **Sampling** RATING – IN COMPLIANCE

4.1 **Observation:** *General* – Safe and dry access to influent and effluent sampling points are provided.

5. **Records and Reports** RATING – IN COMPLIANCE

5.1 **Observation:** *General* – A review of the Discharge Monitoring Reports did not reveal any deficiencies.

Please Note A more efficient and paperless alternative to reporting discharge and groundwater monitoring data is available at <http://www.edmr.dep.state.fl.us>.

6. **Facility Site Review:** RATING – IN COMPLIANCE

6.1 **Observation:** *General* – The facility grounds were secured properly.

6.2 **Observation:** *General* – The facility grounds were clean and well maintained.

6.3 **Observation:** *General* – Foul odors did not permeate beyond the boundaries of the plant site at the time of the inspection.

6.4 **Observation:** *Backflow Prevention* – A reduced pressure zone backflow prevention device was in place on the potable water supply line.

Additional Comments: Tested in February 2015.

6.5 **Observation:** *Backflow Prevention* – The reduced pressure zone backflow prevention device was free from leaks and necessary repair.

6.6 **Observation:** *Lift Stations* – Warning signs with an emergency telephone number were posted at the lift station.

6.7 **Observation:** *Lift Stations* – The cover on the lift station was locked.

- 6.8 Observation: *Headworks* – There were no excessive odors emanating from the headworks at the time of the inspection.
- 6.9 Observation: *Headworks* – The bar screen is cleaned on a routine basis.
- 6.10 Observation: *Aeration Basins/Act. Sludge* – The contents in the aeration chambers appeared to be adequately mixed.
- 6.11 Observation: *Aeration Basins/Act. Sludge* – The air line(s) to the aeration basin was free from leaks at the time of the inspection.
- 6.12 Observation: *Blowers/Motors* – The blower was operational at the time of the inspection.
- 6.13 Observation: *Blowers/Motors* – The secondary blower motor was operational.
- 6.14 Observation: *Blowers/Motors* – The blowers were equipped with belt guards.
- 6.15 Observation: *Clarifiers* – The clarifier weirs appear to be level.
- 6.16 Observation: *Clarifiers* – The clarifier had good settling and clear effluent.
- 6.17 Observation: *Disinfection* – The chlorine contact chamber was clean and the effluent leaving the plant was clear.
- 6.18 Observation: *Digestors* – The digestors were free from excessive odors.
- 6.19 Observation: *Ponds/Lagoons* – The treatment lagoon appeared to have adequate freeboard space.
- 6.20 Observation: *Ponds/Lagoons* – The treatment lagoon was properly secured to prevent unauthorized access.
- 6.21 Observation: *Ponds/Lagoons* – The treatment lagoon berms were properly stabilized.

7. **Flow Measurement:** RATING – NOT EVALUATED

8. **Operational Maintenance** RATING – IN COMPLIANCE

- 8.1 Observation: *General* – The facility was operated and maintained in accordance with the description in the Permit.
- 8.2 Observation: *General* – A certified operator as required by Rule 62-602 and the Permit, was operating the WWTF.

9. **Effluent Quality:** RATING – IN COMPLIANCE

- 9.1 Observation: *General* – The final effluent chlorine residual was within the acceptable range.
Additional Comments: TRC > 2.2 mg/L (as measured with DEP meter #2)
- 9.2 Observation: *General* – A review of the Discharge Monitoring Reports revealed the following effluent exceedance(s).
Additional Comments: N = 17.7 mg/L (May 2014), 12.2 mg/L (June 2014), and 14.9 mg/L (July 2014). Installation of blower timer (permit schedule item #8) should help prevent future N exceedances.

10. **Effluent Disposal:** RATING – IN COMPLIANCE

- 10.1 Observation: *General* – The facility was discharging at the time of the inspection.
- 10.2 Observation: *General* – The effluent was free from visible sheen at the time of the inspection.
- 10.3 Observation: *General* – The effluent was free from excessive turbidity.
- 10.4 Observation: *General* – The effluent was free from excessive foam.
- 10.5 Observation: *General* – The percolation/evaporation ponds appeared to be well maintained.

Facility Name Pine Island Cove

Inspection Date 5/5/2015

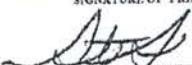
11. ~~Biosolids Sludge~~ RATING - NOT EVALUATED
12. ~~Groundwater Quality~~: RATING - NOT APPLICABLE
13. ~~SSO Survey~~: RATING - NOT EVALUATED
14. ~~Other~~: RATING - NOT APPLICABLE

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A
 When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: Pine Island Cove Home Owners Association	PERMIT NUMBER: FLA014534-007-DW3P	REPORT: Monthly	APR 30 2018 <small>APR 30 2018</small>
MAILING ADDRESS: 7290 Ladyfish Drive St James City, FL 33956-2745	LIMIT: Final	FREQUENCY: Monthly	
Email Address:	CLASS SIZE: N/A	PROGRAM:	
FACILITY: Pine Island Cove WWTP	MONITORING GROUP NUMBER:	MONITORING GROUP DESC: R-001, including Influent	
LOCATION: 7290 Ladyfish Drive St James City, FL 33956-2745	RES-SUBMITTED DMR: <input type="text"/>	NO DISCHARGE FROM SITE: <input type="text"/>	
COUNTY: Lee	MONITORING PERIOD	FROM: March 1, 2018	TO: March 31, 2018
OFFICE: South District			

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
BOD, Carbonaceous 5 day, 20C	Sample Measurement				3			0		
PARM Code 80082 Y	Permit Requirement				20		mg/L		Monthly	Grab
Mon. Site No. EFA-02					(An.Avg.)					
BOD, Carbonaceous 5 day, 20C	Sample Measurement		3	3	3			0		
PARM Code 80082 I	Permit Requirement		60	45.0	30.0		mg/L		Monthly	Grab
Mon. Site No. EFA-02			(Max.)	(Wk.Avg.)	(Mo.Avg.)					
Solids, Total Suspended	Sample Measurement			6.00	6.00			0		
PARM Code 00530 Y	Permit Requirement			20			mg/L		Monthly	Grab
Mon. Site No. EFF-01				(An.Avg.)						
Solids, Total Suspended	Sample Measurement		6.00	6.00	6.00			0		
PARM Code 00530 I	Permit Requirement		60	45.0	30.0		mg/L		Monthly	Grab
Mon. Site No. EFF-01			(Max.)	(Wk.Avg.)	(Mo.Avg.)					
Coliform, Fecal	Sample Measurement			3.00	3.00			0		
PARM Code 74055 Y	Permit Requirement			200			#/100mL		Monthly	Grab
Mon. Site No. EFF-01				(An.Avg.)						
Coliform, Fecal	Sample Measurement			3.00	3.00			0		
PARM Code 74055 I	Permit Requirement			200	800		#/100mL		Monthly	Grab
Mon. Site No. EFF-01				(Mo.Geo.Mn.)	(Max.)					

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT SCOTT SEBOR, LEAD OPERATOR	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT 	TELEPHONE NO 941-536-8449	DATE (mm/dd/yyyy) 4/28/2018
--	--	---	---

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

PERMIT NUMBER	FLA014534-007-DW3P	Facility:	Pine Island Cove WWTP
Monitoring Period	FROM: March 1, 2018	TO:	March 31, 2018

	Percent Capacity, (TMADF/Permitted Capacity) x 100	BOD, Carbonaceous 5 day, 20C	Chlorine, Total Residual (For Disinfection)	Coliform, Fecal	Nitrogen, Nitrate, Total (as N)	Solids, Total Suspended	pH	Flow	BOD, Carbonaceous 5 day, 20C (Influent)	Solids, Total Suspended (Influent)
	Percent	mg/L	mg/L	#/100mL	mg/L	mg/L	s.u.	MGD	mg/L	mg/L
Code	180	80082	50060	74055	00620	00530	00400	50050	80082	00530
Mon. Site	CAL-01	EFA-02	EFA-01	EFA-01	EFA-01	EFA-02	EFA-01	FLW-01	INF-01	INF-01
1		-	2.00	-	-	-	7.49	0.011	-	-
2		-	2.00	-	-	-	7.48	0.015	-	-
3		-	2.00	-	-	-	7.48	0.011	-	-
4		-	-	-	-	-	-	0.018	-	-
5		-	2.00	-	-	-	7.48	0.018	-	-
6		-	2.00	-	-	-	7.46	0.027	-	-
7		-	2.00	-	-	-	7.48	0.029	-	-
8		-	2.00	-	-	-	7.46	0.012	-	-
9		-	2.00	-	-	-	7.48	0.009	-	-
10		-	2.00	-	-	-	7.48	0.011	-	-
11		-	-	-	-	-	-	0.010	-	-
12		-	2.00	-	-	-	7.46	0.010	-	-
13		-	2.00	-	-	-	7.48	0.008	-	-
14		-	2.00	-	-	-	7.47	0.012	-	-
15		-	2.00	-	-	-	7.46	0.029	-	-
16		-	2.00	-	-	-	7.48	0.009	-	-
17		-	2.00	-	-	-	7.47	0.011	-	-
18		-	-	-	-	-	-	0.023	-	-
19		-	2.00	-	-	-	7.48	0.023	-	-
20		-	2.00	-	-	-	7.48	0.021	-	-
21		3.00	2.00	3.00	1.86	6.00	7.47	0.016	218.00	235.00
22		-	2.00	-	-	-	7.46	0.042	-	-
23		-	2.00	-	-	-	7.48	0.024	-	-
24		-	2.00	-	-	-	7.46	0.026	-	-
25		-	-	-	-	-	-	0.017	-	-
26		-	2.00	-	-	-	7.46	0.017	-	-
27		-	2.00	-	-	-	7.47	0.019	-	-
28		-	2.00	-	-	-	7.48	0.010	-	-
29		-	2.00	-	-	-	7.46	0.014	-	-
30		-	2.00	-	-	-	7.46	0.011	-	-
31		-	-	-	-	-	-	0.000	-	-
Total	33%	3.00	52.00	3.00	1.86	6.00	194.27	0.512	218.00	235.00
Mo. Avg.	33%	3.00	1.68	3.00	1.86	6.00	6.48	0.02	218.00	235.00

PLANT STAFFING:

Day Shift Operator	Class:	C	Certificate No:	12838	Name:	JOSEPH WHARRAN
Evening Shift Operator	Class:		Certificate No:		Name:	
Night Shift Operator	Class:		Certificate No:		Name:	
Lead Operator	Class:	C	Certificate No:	12828	Name:	SCOTT SEBOR

EXHIBIT "E"

N/A

EXHIBIT "F"

N/A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application For Transfer) DOCKET NO. 910817-SU
of Certificate No. 453-S From) ORDER NO. PSC-94-0038-FOF-SU
Century Group, Inc. to the Pine) ISSUED: January 11, 1994
Island Cove Homeowners)
Association, Inc. in Lee County.)
_____)

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman
SUSAN F. CLARK
JULIA L. JOHNSON
LUIS J. LAUREDO
DIANE K. KIESLING

ORDER APPROVING TRANSFER AND CLOSING DOCKET

BY THE COMMISSION:

Background

On August 1, 1991, an application was filed with this Commission for approval of the transfer of Certificate No. 453-S from Century Group, Inc. (Century) to the Pine Island Cove Homeowners Association, Inc. (Pine Island or Association). Century is a small utility serving approximately 350 mobile homes within the Pine Island Cove Mobile Home Park (Pine Island Cove) in Lee County.

This Commission became aware that Century owned and operated five mobile home parks with jurisdictional utilities in 1988. In 1989 all five systems were granted original certificates. Since that time, Century has disposed of all five systems. Pine Island Cove was the last system to be sold. Century sold Pine Island Cove to Pine Island on December 30, 1990.

Although the sale closed on December 30, 1990, the application was not filed until August 1, 1991. Filing of the application was delayed because the sales contract indicated that the buyer was responsible for the filing. Neither the Association nor its counsel is familiar with utility regulation. Although Section 367.071, Florida Statutes, states, in part, that "No utility shall sell, assign, or transfer its certificate of authorization, facilities, or any portion thereof . . . without approval of the

DOCUMENT NO. DATE

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FPSC-REG. DIV. REPORTING

Commission . . .," show cause proceedings will not be instituted in light of the utility's unfamiliarity with Commission statutes and rules and since the contract and the closing statement both indicate that the transfer is subject to Commission approval.

Originally, the application was filed seeking to transfer the utility to an exempt entity, Pine Island. However, Pine Island does not qualify for exemption since it provides service to homes which are not members of the homeowners association. Although service is provided solely to the mobile home park, there are two customer groups. The original developer sold the initial 105 lots to individual homeowners who belong to the Pinewood Cove Homeowners Association (Pinewood Cove). Under new ownership, the remaining lots were subject to 99-year leases. After sale of the park and the utility, the leased lots and common facilities belong to Pine Island. Despite numerous discussions, Pine Island and Pinewood Cove have been unable to agree to form a master non-profit utility association which would be exempt. Therefore, Pine Island filed its application in the instant docket seeking approval of the transfer.

As stated previously, the sale occurred on December 30, 1990. Pine Island provided two contracts for sale. One contract provided by Pine Island concerned the sale of the mobile home park, which included the land upon which the wastewater plant is located. The other contract was for the sale of the wastewater plant, lift stations and collection systems. There were no customer deposits and Century paid all regulatory assessment fees though the date of the sale.

Application

Except as discussed previously, the application is in compliance with Section 367.071, Florida Statutes, and other pertinent statutes and administrative rules. In particular, the application contains a filing fee in the amount of \$150, as required by Rule 25-30.020, Florida Administrative Code. Pine Island also provided evidence that it owns the land upon which the utility's facilities are located, pursuant to Rule 25-30.037(1)(o), Florida Administrative Code.

Pine Island provided proof of compliance with the noticing provisions of Rule 25-30.030, Florida Administrative Code, including notice to the customers of the system being transferred. No objections to the notice of application have been received and the time for filing such has expired.

The Company which Pine Island has retained to operate the system is the same company, Floyd Enterprises, that successfully operated the utility for Century for several years. Also, according to information provided with the application, it appears that Pine Island has the financial ability to operate the utility. Pine Island has a vested interest in the successful operation of the system since it owns both the utility and the mobile home park. It should also be noted that the utility is in compliance with the regulations of the Department of Environmental Protection.

Therefore, we find that the transfer of Certificate No. 453-S from Century to Pine Island is in the public interest and it is approved. The territory being transferred is described on Attachment A of this Order, which by reference is incorporated herein. Pine Island shall return Certificate No. 453-S to this Commission within 20 days of this Order for entry reflecting the change in ownership.

Rates and Charges

The utility's current rates and charges became effective pursuant to Order No. 21516, issued on July 7, 1989, in Docket No. 880994-SU. According to Rule 25-9.044(1), Florida Administrative Code, the new owner of a utility must adopt and use the rates, classification and regulations of the former operating company unless authorized to change by this Commission.

Pine Island has not requested to change the rates and charges and we see no reason to change them at this time. Pine Island shall continue to charge the rates and charges approved in Century's tariffs until authorized to change by this Commission in a subsequent proceeding. Pine Island has filed revised tariff sheets reflecting the change in ownership. The tariff sheets shall be effective for service rendered or connections made after the stamped approval date on the tariff sheets.

Rate Base

Rate base has never been established for this utility. Since books and records exist only from the time Century acquired the system to the present, in order to calculate rate base an on-site inspection and original cost study would be necessary. Therefore, rate base is not being set in this Docket.

It is, therefore,

ORDERED by the Florida Public Service Commission that the transfer of Certificate No. 453-S from Century Group, Inc., Post

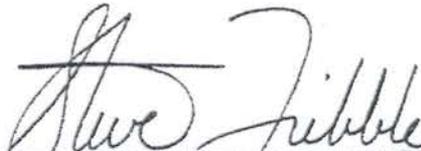
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Office Box 7079, Winter Haven, Florida 33883, to Pine Island Cove Homeowners Association, Inc., 7290 Ladyfish Drive, St. James City, Florida 33956-2723, is hereby approved. Certificate No. 453-S shall be returned to this Commission within 20 days of the date of this Order for entry reflecting the change in ownership. It is further

ORDERED that Pine Island shall charge the rates and charges approved in Century's tariff until authorized to change by this Commission. It is further

ORDERED that Docket No. 910817-SU is hereby closed.

By ORDER of the Florida Public Service Commission, this 11th day of January, 1994.



STEVE TRIBBLE, Director,
Division of Records and Reporting

(S E A L)

ALC

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.

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Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water or sewer 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 after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Civil Procedure. The notice of appeal must be in the form specified in Rule 9.900 (a), Florida Rules of Appellate Procedure.

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ATTACHMENT A

PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC.

LEE COUNTY

Service Territory Description
(Pine Island Cove Mobile Home Park)

Township 45 South, Range 22 East

In Sections 9 and 10

Flamingo Bay

Beginning at the Southeast corner of Section 10, run North 89°02'10" for 728.13 feet; thence run North 00°26'09" West for 2037.07 feet; thence run North 50°20'26" East for 558.86 feet; thence run North 89°42'06" East for 653.51 feet to a point of curvature of a circular curve, concave to the Northeast and having a radius of 453.92 feet, an arc distance of 192.13 feet, and a cord bearing North 77°34'31" East for 190.70 feet; thence run North 65°27'02" East for 64.98 feet to a point of curvature of a circular curve, concave to the Southeast and having a radius of 25 feet, an arc distance of 29.28 feet, and a cord bearing South 69°32'36" East for 35.36 feet; thence run North 24°32'13" West for 60.00 feet; thence run South 65°27'02" West for 1250.00 feet; thence run South 65°27'13" West for 416.00 feet; thence run South 24°32'58" East for 208.52 feet; thence run South 18°38'42" East for 1289.20 feet; thence run North 89°59'49" West for 221.19 feet; thence run South 00°00'11" West for 129.56 feet more or less; thence run South 89°59'49" East for 585.65 feet more or less to the point of beginning.