

MANUAL

BOARD OF DIRECTORS

TROPICAL ISLES

UTILITY CORPORATION

TROPICAL ISLES UTILITIES CORPORATION

DIRECTORS MANUAL

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ISSUED MARCH 21, 2009, EXPIRES MARCH 20, 2013**

REGISTERED AGENT: OFFICERS/DIRECTOR DETAIL FILED JULY 3, 2000

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ARTICLES OF INCORPORATION OF TROPICAL
ISLES UTILITIES CORPORATION

Article I. Name

The name of this corporation shall be TROPICAL ISLES UTILITIES CORPORATION and it shall be a nonprofit corporation organized under the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes, and shall have all powers given to a nonprofit corporation by the provisions of Chapter 617, Florida Statutes.

Article II. Purpose

The nature of the business of the corporation and the objects and purposes for which it is organized are:

A. To acquire, construct, maintain, and operate a wastewater collection, treatment, and disposal system on a cooperative basis for the use and benefit of its members and to engage in any activity related thereto, and

B. To carry on any business and to have and exercise all of the powers conferred by the laws of the State of Florida upon corporations formed under Chapter 617, Florida Statutes.

Article III. Members

The members of the corporation shall be the subscribers hereto and all other persons, partnerships, corporations, or other legal entities having a reasonable accessibility to the wastewater system and who desire to have wastewater services supplied for domestic, commercial, agricultural, industrial, or other uses from the systems constructed, maintained, and operated by the corporation. The corporation shall not be required to admit additional members if the capacity of its wastewater system is exhausted by the needs of its existing members.

Article IV. Duration

This corporation shall have perpetual existence unless sooner dissolved according to law.

Article V. Subscribers

The names and residences of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Roger Shackel	281 Tropical Isles Circle Fort Pierce, FL 34982
Louis G. McGough	491 Thames Bluff Ridge Fort Pierce, FL 34982
Donna M. Nickel	240 Old Key West Place Fort Pierce, FL 34982

Article VI. Initial Registered Office and Agent

The street address of the initial registered office of this corporation is 281 Tropical Isles Circle, Fort Pierce, FL 34982. The name of the initial registered agent of this corporation is Roger Shackel.

Article VII. Directors

The Board of Directors of this corporation shall consist of not less than three (3) nor more than seven (7) members. The directors named in these Articles of Incorporation shall serve until the first annual meeting of the members and thereafter until their successors are elected and have qualified. At the first meeting, directors shall be elected for staggered terms of one (1) year, two (2) years, and three (3) years. At each annual meeting thereafter, the members shall elect for a term of three (3) years the number of directors whose terms of office have expired.

Article VIII. Indemnification of Directors

A. The 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 or criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, including any appeal thereof, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the corporation, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful.

B. The corporation shall also indemnify any director, officer, employee, or other agent who has been successful on the merits or otherwise in defense of any action, suit, or other proceeding, or in defense of any claim, issue, or matter therein, against all expenses, including

attorney's fees, actually and reasonably incurred by him or her in connection therewith, without the necessity of an independent determination that such director, officer, employee, or agent met any appropriate standard of conduct.

C. The indemnification provided for in this article shall continue as to any person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

D. In addition to the indemnification provided in this article, the corporation shall have power to make other or further indemnification, except an indemnification against gross negligence or willful misconduct, under any resolution or agreement duly adopted by a majority of disinterested directors.

Article IX. Officers

The affairs of the corporation are to be managed by a President, Vice-President, Secretary, Treasurer, and such other officers as may be deemed appropriate by the Board of Directors. The officers who shall serve until the first election of officers or until their successors are elected shall be as follows:

<u>Name</u>	<u>Office</u>
Roger Shacket	President
Louis G. McGough	Vice President
Donna M. Nickel	Secretary/Treasurer

The term of office of the foregoing officers shall be until the first Directors' meeting, and thereafter for a period of one (1) year or until their successors are elected. The officers shall be elected by the Board of Directors.

Article X. Initial Directors

The first Board of Directors shall consist of three members who shall serve until the first election or until their successors are elected. The names and addresses of the members of the first Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Roger Shacket	281 Tropical Isles Circle Fort Pierce, FL 34982

Louis G. McGough

491 Thames Bluff Ridge
Fort Pierce, FL 34982

Donna M. Nickel

240 Old Key West Place
Fort Pierce, FL 34982

Article XI. Committees

This corporation may have certain committees, each of which shall consist of two (2) or more Directors and such other persons as the Board of Directors may, in its sole discretion, include. Each such committee will have and exercise the authority that is delegated to it by the Board of Directors. Such authority shall be granted specifically and shall be circumscribed as the Board of Directors shall, in its sole discretion, deem proper and appropriate. The Board of Directors may terminate any such committee so created by resolution at any time.

Article XII. Bylaws

The Bylaws of the corporation shall be made and may be altered or rescinded by a vote of a majority of the membership.

Article XIII. Amendments

Amendments to these Articles of Incorporation may be proposed to the Board of Directors by a majority vote of the members of the corporation. A majority of the members of the Board of Directors may approve, amend, or reject such proposals and shall have final authority to adopt any amendment.

Article XIV. Benefits

The assets and income of the corporation shall be used to promote its purposes. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, and no salary or fee shall be paid to a director or officer of this corporation unless he or she is also an employee, but nothing herein shall prevent the hiring of employees or engaging of others to perform services for this corporation or to prevent the reimbursement of any person who makes outlays for the reasonable expenses of the corporation.

Article XV. Dissolution

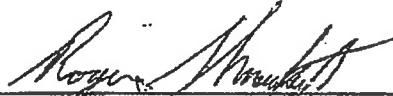
In the event of dissolution or liquidation, either voluntarily or pursuant to order of a court of competent jurisdiction, and after the payment of all outstanding liabilities, each member shall be repaid capital credits without priority on a prorata basis to the extent assets are available to make such payments. To the extent that assets remain following payment of all outstanding liabilities and capital credits, distribution shall be made without priority to the members and former members in

the proportion which the patronage of each member or former member from and after January 1, 2001, bears to the total patronage of all members from and after such date, to the date of such dissolution. A plan of distribution of excess capital prior to dissolution shall be set forth in the corporation's bylaws.

Article XVI. Application to Internal Revenue Service

The corporation intends to be an organization described in Section 501(c)(12) of the Internal Revenue Code, Title 26 to the United States Code.

IN WITNESS WHEREOF, we have made and subscribed these Articles of Incorporation, this 27th day of June, 2000.



Roger Shacket



Louis G. McGough

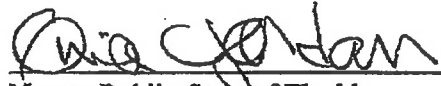


Donna M. Nickel

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 27 day of June, 2000, by Roger Shacket, who ☒ is personally known to me, or ☐ has produced _____ as identification and ☐ did ☒ did not take an oath.

[Notary Seal]



Notary Public-State of Florida
Print Name Gina C Jordan
My commission expires _____



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 27 day of June, 2000,
by Louis G. McGough, who ☒ is personally known to me, or ☐ has produced _____
as identification and ☐ did ☒ did not take an oath.

[Notary Seal]

Gina C Jordan
Notary Public-State of Florida
Print Name Gina C Jordan
My commission expires _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE



GINA C. JORDAN
COMMISSION # CC 722700
EXPIRES MAR 8, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

The foregoing instrument was acknowledged before me this 27 day of June, 2000,
by Donna M. Nickel, who ☒ is personally known to me, or ☐ has produced _____ as
identification and ☐ did ☒ did not take an oath.

[Notary Seal]

Gina C Jordan
Notary Public-State of Florida
Print Name Gina C Jordan
My commission expires _____



GINA C. JORDAN
COMMISSION # CC 722700
EXPIRES MAR 8, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

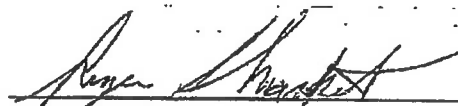
DESIGNATION OF REGISTERED AGENT

Certificate designating place of business or domicile for the service of process within Florida, naming agent upon whom process may be served.

In compliance with Section 48.901, Florida Statutes, the following is submitted:

That TROPICAL ISLES UTILITIES CORPORATION desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in St. Lucie County, Florida, has named ROGER SHACKET as its agent to accept service of process within Florida.

DATED this 27th day of June, 2000.



ROGER SHACKET

00 JUL -3 AM 7:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

ACCEPTANCE

HAVING BEEN named to accept service of process for the above-named corporation, the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

DATED this 27th day of June, 2000.



ROGER SHACKET

N 000000-04497

GONANO, HARRELL & FERGUSON

ATTORNEYS AND COUNSELORS AT LAW

RIVERSIDE NATIONAL BANK BUILDING
1600 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT PIERCE, FLORIDA 34950-5194

TELEPHONE (561) 464 - 1032
FACSIMILE (561) 464 - 0282

DOUGLAS E. GONANO*
DANIEL B. HARRELL
JOHNATHAN A. FERGUSON †‡

*Board Certified Real Estate Lawyer
†Supreme Court Certified Mediator
‡Board Certified City, County and
Local Government Lawyer

BAILEY BUILDING
3339 CARDINAL DRIVE, SUITE 200
VERO BEACH, FLORIDA 32963
TELEPHONE (561) 231 - 1778

PLEASE REPLY TO FORT PIERCE

June 29, 2000

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-07/03/00--01075-011
*****78.75 *****78.75

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

Re: Tropical Isles Utilities Corporation

Our File No. 1070-002

Dear Sir or Madam:

Enclosed is an original and one copy of the articles of incorporation for Tropical Isles Utilities Corporation. Please certify the copy of the articles and return to this office at your earliest convenience. I have enclosed our firm check in the amount of \$78.75 for the required fees and certification.

Sincerely,

Valerie M. Canant

Valerie M. Canant
Secretary to Mr. Harrell

Enclosures

FILED
00 JUL -8 AM 7:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Prepared by (and return to)

Daniel B. Harrell
Gonzano & Harrell
(Courthouse Box #34)
1600 S. Federal Highway, Suite 200
Fort Pierce, FL 34950-5194
(561) 464-1032

ASSIGNMENT OF EASEMENTS AND AGREEMENTS

KNOW-ALL MEN BY THESE PRESENTS that Florida Water Services Corporation, a Florida corporation, formerly known as Southern States Utilities, Inc., whose mailing address is 1000 Color Place, Apopka, Florida 32703 ("Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Tropical Isles Utilities Corporation, a Florida not-for-profit corporation, whose mailing address is 281 Tropical Isles Circle, Fort Pierce, Florida 349982 ("Assignee"), has granted, bargained, sold, transferred, assigned, and delivered, and by these presents does grant, bargain, sell, transfer, assign, and deliver unto the Assignee, its successors and assigns, all of the Assignor's right, title, and interest in and to all easements, recorded and unrecorded, rights of access, ingress, and egress, permits, licenses, and rights-of-way owned or used by the Assignor in the operation of the wastewater utility system serving Tropical Isles Mobile Home Park in Fort Pierce, St. Lucie County, Florida, whether in public or private property, including but not limited to those rights and interests more particularly described in that certain Easement and Agreement dated February 1, 1989, from Maurice Shacket and Neil Spizizen, as tenants-in-common, to Southern States Utilities, Inc., recorded in Official Records Book 628, Pages 1798 through 1804, of the Public Records of St. Lucie County, Florida ("Easement and Agreement").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

ASSIGNOR covenants that it is the lawful owner of the easements; that the easements are free and clear from all encumbrances; that it has good right to assign the easements; and that it will warrant and defend the assignment of the easements against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Assignor has caused its name to be subscribed this 13th day of July, 2001.

[Corporate Seal]

FLORIDA WATER SERVICES CORPORATION

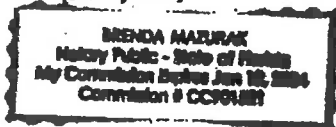
By:

John L. Tillman, Jr.
Senior Vice President

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 13th day of July, 2001, by John L. Tillman, Jr., as Senior Vice President of Florida Water Services Corporation, on behalf of the corporation. He ☒ is personally known to me, or ☐ has produced _____ as identification and ☐ did ~~not~~ take an oath.

[Notary Seal]



Brenda Mazurak
Notary Public - State of Florida
Print Name Brenda Mazurak
My commission expires 1-12-04

ACCEPTANCE BY ASSIGNEE

Tropical Isles Utilities Corporation, a Florida not-for-profit corporation, as Assignee, does hereby accept the foregoing Assignment of Easements and Agreement. The Assignee does hereby agree to perform all obligations required of the Assignor under the easements, rights of access, permits, licenses, and rights-of-way so assigned, including but not limited to all obligations under the Easement and Agreement, and otherwise to act in accordance with the terms and conditions stated therein.

DATED this _____ day of _____, 2001.

TROPICAL ISLES UTILITIES
CORPORATION

[Corporate Seal]

By: _____
Roger Shackel, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Roger Shackel, as President of Tropical Isles Utilities Corporation. He is ☐ personally known to me, or ☐ has produced _____ as identification and ☐ did ☐ did not take an oath.

[Notary Seal]

Notary Public - State of _____
Print Name _____
My commission expires: _____

OR BOOK 1415 PAGE 596

STANDBY OPERATING AGREEMENT

THIS AGREEMENT is made this 6th day of July, 2000, by and between MAURICE SHACKET and NEIL SPIZIZEN, as tenants-in-common, doing business as Tropical Isles Mobile Home Park ("TIMHP"), and TROPICAL ISLES UTILITIES CORPORATION, a Florida not for profit corporation ("TIUC").

WHEREAS, TIMHP is the owner and operator of that certain mobile home park in Fort Pierce, St. Lucie County, Florida, known as Tropical Isles Mobile Home Park ("Park").

WHEREAS, TIUC was organized and created for the purpose of acquiring, maintaining, and operating the wastewater collection, treatment, and disposal system ("System") that provides wastewater service to the Park and certain adjacent properties ("Extended Service Area"), with members of TIUC being all persons and entities, including TIMPH, who receive service from the System.

WHEREAS, TIMHP transferred the System to Southern States Utilities, Inc., now known as Florida Water Services Corporation ("FWS"), in 1989 for nominal consideration ("1989 Transfer").

WHEREAS, in connection with the 1989 Transfer of the System:

(a) TIMHP conveyed a parcel of real property ("1989 Parcel") to FWS, and FWS granted back to TIMHP an easement over the 1989 parcel, including that portion of such parcel that constitutes the wastewater treatment plant site for the System ("Plant Site"); and

(b) FWS expressly agreed to provide wastewater service for six(6) mobile home units within the Park without charge to the residents of such units until such residents relocated, and subsequent to closing such transaction has provided wastewater service to the clubhouse building in the Park without charge to TIMHP (collectively, the "Prior Service Agreements").

WHEREAS, by Agreement for Purchase and Sale dated on or about June 21, 2001, among Florida Water Services Corporation, a Florida corporation ("FWS"), TIMHP, and TIUC, (a) FWS agreed to sell, and TIUC agreed to buy, the System, exclusive of the 1989 Parcel (b) FWS agreed to reconvey the 1989 Parcel to TIMHP, (c) TIMHP agreed to grant to TIUC an easement over that portion of the 1989 Parcel that constitutes the Plant Site, and (d) TIMHP and TIUC agreed to enter this Standby Operating Agreement (collectively, the "2001 Transactions").

WHEREAS, TIMHP has assisted TIUC in obtaining the financing that is necessary to fulfill TIUC's obligations under the 2001 Transactions, including but not limited to procuring guarantees that have enabled TIUC to secure such financing.

WHEREAS, TIMHP must be able to determine to its satisfaction that TIUC (a) will continue to provide wastewater service for all users in the Park and in the Extended Service Area without interruption and in a nondiscriminatory manner, (b) will operate and maintain the System in full compliance with all governing statutes, laws, rules, and regulations, and (c) will assume obligation under, honor, and abide by the Prior Service Agreements.

WHEREAS, TIMHP must also be able to determine that System ownership will not pass to a third party.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, TIMHP and TIUC agree as follows:

1. System Operations. TIUC reaffirms its obligation to furnish wastewater services to all members, including the owners and occupants of both the Park the Extended Service Area, consistent with prudent business practices, industry standards applicable to the operation of wastewater systems, the requirements of all governmental agencies exercising jurisdiction over the System (collectively, the "System Requirements"), and the requirements imposed by any lender holding a security interest in the System or the revenues of the System. The System Requirements shall include, but are not limited to:

(a) Providing wastewater services to all properties, improvements, and occupants within the Park and the Extended Service Area after connection has been made in a nondiscriminatory manner, including but not limited to maintaining practices, rules, regulations, and rates that at all times are identical for the same classification of service;

(b) Operating and maintaining the System continuously, properly, and in an efficient condition, including preventing abnormal or excessive infiltration into the wastewater collection system;

(c) Maintaining all necessary plant capacities of the System at all times as may be necessary to serve the present and future connections;

(d) Maintaining at all times a service contract or other binding arrangement for the continuous and uninterrupted services of an individual or firm duly licensed to operate the System;

(e) Maintaining at all times financial reserves adequate to fund fully the repair and replacement of depreciating assets in accordance with prudent business practices and industry standards applicable to the operation of wastewater systems; the parties agree that, as of the date of this Agreement, adequate reserves for such purposes are estimated to be \$60,000.00;

(f) Maintaining at all times full and adequate insurance coverage for the assets and operations of the System, including fire and extended coverage for all System properties, bodily injury and property damage liability insurance for System operations, and errors and omissions insurance for all officers and directors of the Utility; and

(g) Maintaining at all times rates and charges at such levels as necessary to generate System revenues that are adequate to pay all operating and nonoperating expenses, to fund adequate financial revenues, and to pay all debt service.

2. System Management. TIUC agrees that as long as this Agreement remains in effect (a) the bylaws of TIUC shall provide that one member of the Board of Directors shall be a representative of and appointed by TIMHP, and (b) all accounts maintained by TIUC shall require the signatures of two individuals to endorse any item or authorize any withdrawal, and one of such individuals shall be a representative of TIMHP.

3. Prior Service Agreements. TIUC agrees to continue providing wastewater service, without charge:

(a) To the mobile home units located at the following addresses, but only so long as the indicated individuals remain in residence in such units:

504 Hemingway Terrace	Ollie Hodge
5581 Hemingway Court	Barbara Kennedy
493 Hemingway Terrace	Harold Sellards
5561 Hemingway Court	Anna Steeves

(b) To the clubhouse building in the Park, without limitation in time.

The obligations of TIUC under this Section 4 are conditioned upon the residents and users at such service locations abiding by all nonpayment policies and procedures duly adopted by TIUC and of general application to use of System facilities.

4. TIMHP Right to Assume Operating Control. In the event of a financial or other emergency or a default by TIUC that causes TIUC to fail to meet or maintain the System Requirements, and such failure continues for a period of thirty (30) days after written notice given to TIUC by TIMHP, TIMHP, its successors and assigns, may exercise the following rights, but shall not be required or obligated to take any action whatsoever:

(a) To assume operating control of the System in the name of TIUC and for the benefit of TIMHP and other members of TIUC until TIMHP determines, in its sole and absolute discretion, that the failure to meet or maintain the System Requirements has been remedied, and

(b) If TIMHP assumes operating responsibility of the System in accordance with subsection (a) above for a period in excess of ninety (90) days, to exercise the option to purchase set forth in Section 5 of this Agreement.

TIUC agrees that if any failure to meet or maintain the System Requirements of which it is notified by the TIMHP cannot be cured within such thirty (30) day period, it shall peaceably surrender control of the System to TIMHP as agent for TIUC until either (i) the failure has been remedied and operating control restored to TIUC, or (ii) the System has been sold as provided in Section 4. The rights of TIMHP under this section shall be optional and not mandatory, and TIUC shall have no right to require TIMHP to exercise any right or option described in this section.

5. Option to Purchase. In the event that either TIUC receives a bona fide offer to purchase the System, or the circumstances described in Section 4(b) of this Agreement have occurred, then TIMHP shall have the option to purchase the System.

(a) If the option to purchase is invoked by TIUC receiving a bona fide offer to purchase the System, then TIMHP shall have a period of thirty (30) days from receiving written notice of such offer in which to agree to purchase the System on the same terms.

(b) If the option to purchase is invoked by occurrence of the circumstances described in Section 4(b) of this Agreement, then the following provisions shall apply:

(1) The option shall be exercisable by TIMHP giving written notice to TIUC of its election to purchase the System, which notice shall be in the form of an agreement for purchase and sale executed on behalf of TIMHP, setting forth all terms and conditions of such purchase and establishing a closing date for such transaction not later than one hundred twenty (120) days from the date of such notice.

(2) The purchase price of the System shall be a sum not exceeding (i) \$43,000 (the amount paid by TIUC in the 2001 Transactions) plus (ii) the depreciated value of any subsequent capital improvement or addition to the System, as determined either by agreement of the parties or by a "valid appraisal" of such improvement or addition within the meaning of that term as used in Section 74.031, Florida Statutes.

(3) The agreement for purchase and sale described in Section 4(b)(1) above shall contain only such terms and conditions as customarily used in similar transactions in St. Lucie County, including the terms and conditions found in the 2001 Transactions.

6. Abandonment of System. In the event that TIUC abandons the System in conjunction with connection of the Park and the Extended Service Area with a centralized wastewater treatment system operated by a regional utility authority or other governmental agency, TIUC may undertake

an orderly liquidation of System assets for the benefit of creditors and members. In the event of any other abandonment, System ownership shall transfer and revert to TIMPH, and TIUC shall cause its directors, officers, and agents to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or proper for carrying out such transfer and reversion of all system assets to TIMPH.

7. Miscellaneous Provisions.

(a) Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective heirs, successors in interest, and assigns of the parties.

(b) Notices. All notices, requests, demands, and other communications required or allowed under this Agreement shall be in writing and shall be deemed delivered when (i) hand delivered or sent by facsimile transmission to the official designated below, or (ii) mailed, postage prepaid, United States certified or registered mail, return receipt requested, addressed to the official designated below:

For TIMHP:

Mr. Roger Shacket
281 Tropical Isles Circle
Fort Pierce, Florida 34982

For TIUC:

ROGER SHACKET
281 Tropical Isles Circle
Fort Pierce, Florida 34982

(c) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or appropriate regulatory authority, the remainder of the Agreement shall be enforced to the greatest extent possible.

(d) Indulgence not Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

(e) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties. This Agreement may

only be amended by written document, properly authorized, executed, and delivered by both parties.

(f) Interpretation: Venue. This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

(g) Effective Date: Term. This Agreement shall become effective on the date of execution and shall remain in effect until terminated by written document properly authorized, executed, and delivered by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year set forth above.

Signed, sealed, and delivered in the presence of:

Patricia Nelson
Print Name Patricia Nelson

Melinda S. Nelson
Print Name Melinda S. Nelson

Patricia Nelson
Print Name Patricia Nelson

Melinda S. Nelson
Print Name Melinda S. Nelson

Maurice Shacket
Maurice Shacket

Neil Spizizen
Neil Spizizen

ATTEST:

Print Name _____
Title _____

TROPICAL ISLES UTILITIES
CORPORATION, a Florida-not-for-profit
corporation

By: Roger Shacket
Print Name ROGER SHACKET
Title PRESIDENT

PREPARED BY:
Lee Jay Colling
Lee Jay Colling & Assoc., P.A.
529 Versailles Drive, Suite 103
Maitland, FL 32751

**ASSIGNMENT OF RIGHTS IN
STANDBY OPERATING AGREEMENT**

This Assignment of Rights in Standby Operating Agreement (the "Assignment") is made as of the 19th day of April, 2007, by and among NEIL SPIZIZEN, Individually, and SYLVIA J. SHACKET, as Personal Representative of the Estate of MAURICE M. SHACKET, Deceased, d/b/a TROPICAL ISLES MOBILE HOME PARK, (hereinafter "Assignors") and TROPICAL ISLES CO-OP, INC., a Florida Not-for-Profit Corporation, 281 Tropical Isles Circle, Ft. Pierce, FL 34982 ("Assignee").

RECITALS:

WHEREAS, Assignors and Assignee entered into that Agreement for Purchase and Sale dated June 30, 2006, and Amendments thereto, dated September 1, 2006, December 18, 2006 and January 11, 2007 (collectively the "Agreement"), whereby Assignor agreed to sell and Assignee agreed to acquire the Tropical Isles Mobile Home Park, and that certain property more particularly described in the Agreement;

WHEREAS pursuant to the Agreement, Assignor agrees to assign all of its right, title and interest in and to all rights, requirements and responsibilities pertaining to the property.

WHEREAS the Assignors entered into a Standby Operating Agreement dated July 16, 2000, with Tropical Isles Utilities Corporation, a Florida Not-for-Profit Corporation, ("TIUC"); and

WHEREAS, TIUC agreed to furnish waste water services and operate and maintain the "system requirements," and Assignors reserved certain rights to assume operating control and an option to purchase,

NOW, THEREFORE, for and in consideration of \$10.00, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For value received, Assignor hereby absolutely and irrevocably conveys, transfers and assigns to Assignee:

(a) All of Assignor's rights, requirements, title and interest in and to the Standby Operating Agreement between Assignors and TIUC, dated July 16, 2000, attached hereto as "Exhibit A," including, all rights, requirements title and interest set forth specifically and without limitation in Paragraphs 2, 4, 5, and 6 therein.

(b) The foregoing assignment, transfer and conveyance of the Standby Operating Agreement is intended to be and constitutes a present and absolute assignment, transfer and conveyance by Assignor to Assignee.

2. Assignor's Representations and Warranties. Assignor represents and warrants to Buyer that: (a) Assignor has not executed any prior assignment of the Standby Operating Agreement and no other person or entity has any right, title or interest therein; (b) Assignor has not performed any act or executed any instrument which might prevent Assignee from operating under any of the terms and conditions of the Standby Operating Agreement, or which would limit Assignee in such operation; (c) no default by TIUC or Assignor now exists; (d) Assignor has delivered to Assignee true, correct and complete copies of the Standby Operating Agreement, and Assignor has not executed or granted any modification whatever of said Agreement, and said Agreement is in full force and effect according to the terms and conditions thereof; (e) Assignor has good right, requirements, title and interest in and to the Standby Operating Agreement and Assignor has the right to assign same and has obtained any approvals necessary to assign same; (f) Assignor has duly and timely performed all of the terms, covenants, conditions and warranties set forth in the Standby Operating Agreement, which are to be kept, observed and performed by Assignor; (g) the Standby Operating Agreement is in effect on the date hereof.

3. Miscellaneous.

(a) This Assignment inures to the benefit of, and binds all parties hereto, their heirs, administrators, executors, successors and assigns. In this Agreement, whenever the context so requires, the masculine gender includes

feminine and neuter, and the singular number includes plural, and conversely. All obligations of Assignor hereunder are joint and several.

(b) This Assignment is an absolute assignment.

(c) If any provision of this Assignment or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, then the remainder of this Assignment and the application of such provisions to other entities, persons, governmental agencies or circumstances shall not be affected thereby and shall be enforced to the greater extent permitted by law.

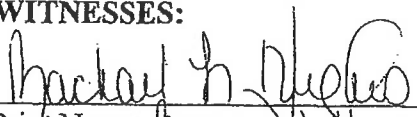
(d) No variations, modifications or changes herein or hereof shall be binding unless set forth in a document duly executed by Assignee and Assignor.

(e) This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

4. TIUC hereby consents and accepts the Assignment of Assignor's rights, requirements, title and interest, as set forth herein, and evidenced by the signature of its President, set forth below.

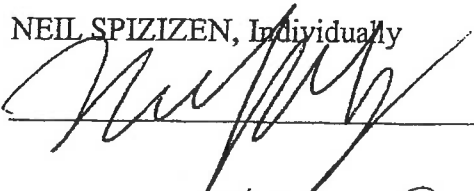
IN WITNESS WHEREOF, the Assignor has executed this instrument as of the day and year first above written.

WITNESSES:


Print Name: Michael L. Hughes

ASSIGNORS:

NEIL SPIZIZEN, Individually

 4-11-7
Print Name: NEIL SPIZIZEN

ASSIGNMENT OF RIGHTS IN
STANDBY OPERATING AGREEMENT
(Continued)

WITNESSES:

Luedell Curtis
Print Name: Luedell Curtis

J. Wood
Print Name: J. Wood

SYLVIA J. SHACKET as Personal
Representative of the Estate of Maurice M.
Shacket, Deceased

By: Sylvia J. Shacket
Sylvia J. Shacket, Personal Representative

ASSIGNMENT OF RIGHTS IN
STANDBY OPERATING AGREEMENT
(Continued)

WITNESSES:

Print Name: John R. Dunham

Print Name: Lee Jay Collins

TROPICAL ISLES UTILITIES CORPORATION,
a Florida Not-for-Profit corporation

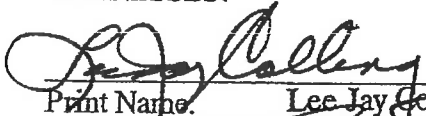
By:

Roger Shackel
Roger Shackel, President **DIRECTOR**

ASSIGNMENT OF RIGHTS IN
STANDBY OPERATING AGREEMENT
(Continued)

IN WITNESS WHEREOF, the Assignee accepts this Agreement the day and year above written.

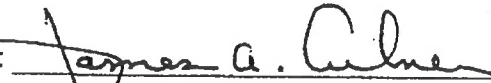
WITNESSES:

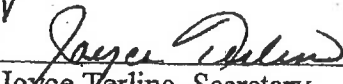

Print Name: Lee Jay Gelling


Print Name: John R. Dunbar

ASSIGNEE:

TROPICAL ISLES CO-OP, INC., a Florida
Not-for-Profit Corporation

By: 
James A. Culver, President

ATTEST: 
Joyce Terlino, Secretary

Florida Department of State, Division of Corporations

Corporations Online

www.sunbiz.org

Public Inquiry

Florida Non Profit

TROPICAL ISLES UTILITIES CORPORATION

PRINCIPAL ADDRESS

281 TROPICAL ISLES CIRCLE
FT PIERCE FL 34982

MAILING ADDRESS

281 TROPICAL ISLES CIRCLE
FT PIERCE FL 34982Document Number
N00000004497FEI Number
N/AEDate Filed
07/03/2000State
FLStatus
ACTIVEEffective Date
NONE

Registered Agent

Name & Address
SHACKET, ROGER 281 TROPICAL ISLES CIRCLE FT PIERCE FL 34982

Officer/Director Detail

Name & Address	Title
SHACKET, ROGER 281 TROPICAL ISLES CIRCLE FT PIERCE FL 34982	D ✓
MCGOUGH, LOUIS G 491 THAMES BLUFF RIDGE FT PIERCE FL 34982	D ✓
NICKEL, DONNA M 240 OLD KEY WEST PLACE FT PIERCE FL 34982	D ✓
ROSATO, JULIUS 210 SANDY BOTTOM PLACE FORT PIERCE FL 34982	D ✓
DEVOE, FREDRIC 5670 HEMINWAY COURT FORT PIERCE FL 34982	D ✓

yes
yes

Annual Reports

Report Year	Filed Date
2004	01/12/2004
2005	02/16/2005
2006	03/10/2006

[Previous Filing](#)[Return to List](#)[Next Filing](#)

No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

03/10/2006 -- ANN REP/UNIFORM BUS REP
02/16/2005 -- ANN REP/UNIFORM BUS REP
01/12/2004 -- ANN REP/UNIFORM BUS REP
02/03/2003 -- ANNUAL REPORT
01/23/2002 -- ANN REP/UNIFORM BUS REP
04/12/2001 -- ANNUAL REPORT
07/03/2000 -- Domestic Non-Profit

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT



Tropical Isles Utilities Corporation
281 Tropical Isles Circle
Fort Pierce, FL 34982

May 5, 2008

**Notice to Members, Tropical Isles Utilities Corporation,
of revised Wastewater Service Agreement**

Enclosed is a copy of the revised Wastewater Service Agreement (Agreement) for your records. Please attach this revision to your original Agreement.

You do not need to take any special action as a result of the revision to the Agreement.

The effect of the revision is to change the billing periods to correspond to the calendar months.

The revised Wastewater Service Agreement was adopted by the Tropical Isles Utilities Corporation Board of Directors at a duly noticed meeting on April 19, 2008.

The revision becomes effective with the billing period beginning July 1, 2008.

Wastewater fees are due and payable following the service period. Accordingly, the \$25.00 fee you pay on or about June 1, 2008 will be payment in full for the period from April 16, 2008 through May 15, 2008 per the original Agreement.

The period from May 16, 2008 through June 30, 2008 will be the adjustment period. The \$25.00 fee payable on July 1, 2008 will be payment in full for the adjustment period.

Fees will continue to be due on the first day of each month for the monthly service period immediately preceding the due date.


John McDonnell, President


George T. Russell, Secretary/Treasurer

Account No.:

Name(s):

Address:

Phone:

WASTEWATER SERVICE AGREEMENT

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

a member of the Utility, hereinafter called the Member.

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

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

1. The Utility shall furnish, subject to the limitations hereinafter provided for, such quantity of wastewater service as the Member may desire in connection with his or her occupancy of the property listed herein.
2. The Member shall maintain at his or her own expense, a wastewater transmission line that shall begin at the Member's side of the Utility's collection system and extend to the dwelling and other portion of the Member's premises.
3. The Member's wastewater transmission line shall connect with the collection system of the Utility at the nearest place of desired use by the Member, provided the Utility has determined in advance that it is appropriate to connect at that location and the Utility is of sufficient capacity to permit collection of wastewater at that point.
4. The Member shall pay for such wastewater service at such rates, time, and place as shall be determined by the Utility, and shall at all times abide by the operating policies and procedures adopted by the Utility, as amended from time to time.

5. The Member, upon paying the connection fees and deposits to the Utility for wastewater service, will be obligated to pay a minimum monthly charge, also referred to as a base facility charge, for the date of this Agreement, together (when applicable) with a commodity charge at rates per gallon of wastewater or other appropriate basis as established by the Utility. Any Member who fails to comply with the service and payment obligations shall be deemed in default of this Agreement.
6. The Utility shall have final jurisdiction in any question of location of any service line connection to its wastewater system and shall determine the allocation of wastewater service for the Members.
7. Except as provided in Paragraph 8 below, no bill shall be rendered for wastewater service. A base wastewater service charge accrues each monthly period, which period shall coincide with the calendar month. Each Member shall be responsible for ascertaining the amount due and paying all monthly base charges on or before the first day of the next monthly period as directed by the Utility. (For example, charges due for the month of January are due and payable on February 1, see the payment schedule set forth below.)
8. In addition to the monthly base wastewater charge, any Member whose wastewater flow exceeds one ERC (8,400 gallons per month, as measured by inflow of potable water to the Member's property) shall be subject to a wastewater commodity charge for each 1,000 gallons of flow in excess of the ERC. The Utility shall render a bill for any such commodity charges, which bill shall be due and payable within twenty (20) days of the due date shown thereon. All such bills are considered past due and delinquent after twenty (20) days, and are then subject to penalty and interest charges.
9. The failure of a Member to pay wastewater charges duly imposed shall result in the automatic imposition of the following penalties:
 - A. Nonpayment prior to the fifth (5th) day of the calendar month following the monthly period for which service has been rendered ("penalty date") will result in penalty and interest charges being levied (see the payment schedule set forth below).
 - B. Nonpayment of delinquent or past due charges within five (5) days of written notice of intention to terminate for nonpayment will result in termination of wastewater service and disconnection from the wastewater system.
 - C. If terminated for nonpayment, service will be resumed only upon payment of all past due charges, penalties, and interest, together with a violation reconnection charge.

Payment Schedule for Monthly Base Charges		
Service Period	Due Date	Penalty Date
January	February 1	February 5
February	March 1	March 5
March	April 1	April 5
April	May 1	May 5
May	June 1	June 5
June	July 1	July 5
July	August 1	August 5
August	September 1	September 5
September	October 1	October 5
October	November 1	November 5
November	December 1	December 5
December	January 1	January 5

BY LAWS OF TROPICAL ISLES UTILITIES CORPORATION
AS AMENDED

Article 1 – Purposes and Powers

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

Article II – Name and Location

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

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

Article III – Seal

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

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

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

Article IV – Fiscal Year

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

Article V – Membership

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

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

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

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

2
ε Section 5 – The officers and employees^s authorized by the Board of Directors may terminate the accounts of members who fail to keep their accounts in good standing in compliance with the Rules and Regulations of the Corporation or the requirements of their service and payment obligations. Termination of members' accounts shall result in termination of membership in the Corporation.

Article VI – Membership Accounts

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

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

Section 3 – All transfers of accounts shall be made upon the books of the Corporation upon termination of the accounts covering the same by the holders thereof or by their legal representatives but only to persons eligible to become members and only when such persons accept responsibility for service and payment obligations.

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

Article VII – Meetings of Members

Section 11 – The annual meeting of the members of this Corporation shall be held at the Clubhouse, Tropical Isles Mobile Home Park, 281 Tropical Isles Circle, Ft. Pierce, St. Lucie County, Florida, on the second Saturday of February of each year, if not a legal holiday, or if a legal holiday, on the next business day following. The place and time of the annual meeting may be changed by the Board of Directors giving notice thereof to each member not less than ten (10) days in advance thereof.

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

Section 3 – Notice of any special meeting of members of the Corporation may be given by a notice mailed to each member of record, directed to the address shown upon the books of the Corporation, not less than ten (10) nor more than fifty (50) days prior to the meeting. Such a notice shall state the day and hour, place and purpose of the special meeting. No notice of the annual meeting shall be required.

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

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

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

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

Article VIII – Directors and Officers

Section 12 – The business and affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors of this Corporation shall consist of five (5) members. At each annual meeting the members of the Corporation shall elect for a term of three (3) years the number of Directors whose term of

- 1 Article VII, Section 2 was amended in its entirety by Resolution of the Board of Directors on the 19th day of November, 2007
- 2 Article VIII, Section 2 was amended in its entirety by Resolution of the Board of Directors on the 3rd day of September, 2001.

Office have expired. Except as provided in Section 2 of this Article, no person shall be eligible to become or remain a Director of the Corporation who:

- A. Is not a member of the Corporation;
- B. Is a relative of a Director. "Relative" here shall mean an individual who is related to another Director as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister. Directors who are relatives, as defined herein, at the time this Bylaw is enacted, shall be entitled to remain in office for the balance of their terms.

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

Section 2¹ – Notwithstanding any other provision of these Bylaws, so long as the Assignment of Rights in Standby Operating Agreement dated April 19, 2007 remains in force between Tropical Isles Co-op, Inc. (the owners of Tropical Isles Mobile Home Park) and the Corporation, one Director of the Corporation shall at all times be a representative of Tropical Isles Co-op, Inc. and be appointed by the Board of Directors of Tropical Isles Co-op, Inc.

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

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

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

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

³ Article VIII, Section 2 was amended in its entirety by Resolution of the Board of Directors on the 19th day of November, 2007

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

- A. Any member, officer or Director may present charges against a Director or officer by filing them in writing with the Secretary of the Corporation. If presented by a member, the charges must be accompanied by a petition signed by ten (10) percent of the members of the Corporation.**
- B. Such removal shall be voted on at the next regular or special meeting of the members present. The Director or officer against whom such charges have been presented shall be informed, in writing, of such charges, no less than five (5) days prior to the meeting; the person or persons presenting such charges shall have the opportunity at such meeting to be heard in person or by counsel and to present witnesses and the person against whom the charges are made shall have the same opportunity. If the removal of a Director is approved, such action shall also vacate any other office held by the removed Director in the Corporation. A vacancy thus created in any office shall be filled by the Directors from among their number so constituted after the vacancy in the Board has been filled.**
- C. A Director cannot miss more than one-quarter (25 percent) of total regular meetings unless due to special circumstances. A Director may be reinstated for good cause shown. If a Director is absent four (4) or more regular Board meetings in succession, he or she will be disqualified and will be automatically removed from office. In such case, the removed Director may be reinstated by action of the Board of Directors for good cause shown.**

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

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

Article IX – Duties of Directors

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

- A. To select and appoint all officers, agents, or employees of the Corporation or remove such agents or employees of the Corporation for just cause, prescribe such duties and designate such powers as may not be inconsistent with these Bylaws, fix their compensation and pay for faithful services.
- B. To borrow from any source, money, goods, or services and to make and issue notes and other negotiable and transferable instruments, mortgages, deed of trust, and trust agreements and to do every act and thing necessary to effectuate the same.
- C. To prescribe, adopt, and amend, from time to time, such equitable uniform rules and regulations as, in their discretion may be deemed necessary, or convenient for the conduct of the business and affairs of the Corporation and the guidance and control of its officers and employees, and to prescribe penalties for the breach thereof.
- D. To order, at least once each year, an audit of the books and accounts of the Corporation by a competent certified public accountant. The report prepared by such accountant shall be submitted to the members of the Corporation at their annual meeting, together with a proposed budget for the ensuing year. Copies of such audits and budgets shall be submitted to any parties as may be required by other agreements.
- E. To fix the charges, rates and connection fees, to be paid by each member for services rendered by the Corporation to him, the time of payment and the manner of collection.
- F. To require all officers, agents and employees charged with the responsibility for the custody of any of the funds of the Corporation to give adequate bonds, the cost thereof to be paid by the Corporation, and it shall be mandatory upon the Directors to so require.
- G. To select one or more banks or savings and loan associations, to act as depositories of the funds of the Corporation and to determine the manner of receiving, depositing and distributing the funds of the Corporation and the form of checks and the person or persons by whom same may be signed, with the power to change such banks or savings and loan associations and the person or persons signing such checks and the form thereof at will, except that no bank or savings and loan association may be so designated unless such deposits are protected by an agency of the United States of America, such as the Federal Deposit Insurance Corporation or similar agency.

- H. With the approval of a majority of the members present at any regular or special meeting, to levy assessments against the membership of the Corporation and to enforce the collection of such assessments by the termination of delinquent memberships. The Board of Directors shall have the option to terminate any memberships on which assessment was due, provided that the Corporation must give the member at least thirty (30) days written notice at the address of the member on the books of the Corporation, of its intention to terminate the membership if the assessment is not paid.

Article X – Duties of Officers

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

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

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

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

Article XI – Benefits and Duties of Members

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

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

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

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

Section 5 – The Corporation may install, buy, maintain, supervise, and operate one or more wastewater plants to service that certain mobile home park located in St. Lucie County, Florida, known as Tropical Isles Mobile Home Park in a lawful manner. Each member shall be entitled to purchase wastewater service from the Corporation, pursuant to such agreements as may from time to time be provided and required by the Corporation; subject, however, to availability, proximity to wastewater facilities, the provisions of these Bylaws, and such Rules and Regulations as may be prescribed by the Board of Directors. Each member receiving wastewater service shall be entitled to the same benefits as other members including credit for capital furnished through patronage of the wastewater system. The Corporation will install, maintain, and operate the main collection and transmission lines connecting the customer service lines to the treatment and disposal facilities operated by the Corporation.

Article XII – Not-For-Profit Corporation

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

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

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

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

Section 5 – All other amounts received by the Corporation from its operations in excess of costs and expenses shall, in so far as permitted by law, be (a) used to offset any losses incurred during the current year or any prior fiscal year and (b) to the extent not needed for that purpose, allocated to its members on a patronage basis and any amount so allocated shall be included as part of the capital credited to the accounts of members, as herein provided.

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

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

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

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

Article XIII – Distribution of Surplus Funds Upon Dissolution

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

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

Article XIV – Conflicts

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

Article XV – Amendments to Bylaws

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

Section 2 – These Bylaws may also be amended or repealed at any meeting of the Board of Directors by the affirmative vote of not less than a majority of Directors present at a meeting at which a quorum is present, provided notice of such meeting contained a copy of the proposed amendment shall have been given to the Directors not less than five (5) nor more than ninety (90) days prior thereto; provided, however, that the Board of Directors shall not have the power to alter, amend, or repeal provisions of these Bylaws or adopt new Bylaw provisions directly relating to the election of the Board of Directors.

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

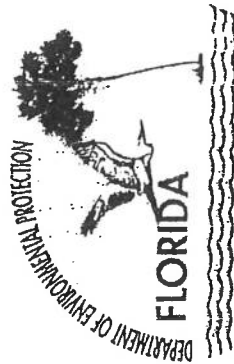
Section 4 – Notwithstanding any other provisions of these Bylaws, so long as the Standby Operating Agreement referenced in Article VIII, Section 2, remains in effect, no amendment shall be effective to alter, amend, or repeal such provision unless approved by the Director who is the representative of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

I affirm that the above is a true and accurate transcription of the amended Bylaws of Tropical Isles Utilities Corporation as they exist on the day of , 2009.

President
Tropical Isles Utilities Corporation

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Sworn to and subscribed before me this ____ day of _____, by
who is personally known to me.



Florida Department of Environmental Protection

Southeast District
400 North Congress Avenue, Suite 200
West Palm Beach, Florida 33401

Charlie Crist
Governor
Jeff Kottkamp
F.E. Governor
Michael A. ...
...

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Tropical Isles Utility Corporation

RESPONSIBLE AUTHORITY:

Mr. Robert McAfee
Director
281 Tropical Isles Circle
Ft. Pierce, FL 34982
Email: rismc@tiscali.net

PERMIT NUMBER: FLA013990
PA FILE NUMBER: FLA013990-004-DW3P
ISSUANCE DATE: March 21, 2008
EXPIRATION DATE: March 20, 2013

FACILITY:

Tropical Isles Wastewater Treatment Facility
500 Thames Bluff Ridge
Ft. Pierce, FL 34957
St. Lucie County
Latitude: 27° 21' 30" N Longitude: 80° 19' 12" 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.). The above named Permittee is hereby authorized to operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TREATMENT FACILITIES:

An existing 0.050 mgd permitted capacity extended aeration domestic wastewater treatment plant consisting of: flow equalization (two (2) 7,100 gal. surge tanks), one (1) bar screen splitter box, aeration (five (5) 10,000 gal. aeration tanks), secondary clarification (one (1) 10,300 gal. clarifier), aerobic digestion (one (1) 10,200 gal. digester), filtration (two (2) 20 sq. ft. sand filters) with a 6,700 gal. mud well and 5,873 gal. backwash holding/chlorine contact chamber. Disinfection is by hypochlorite solution. Effluent disposal is by absorption field (three (3) cells with a total area of 38,016 sq. ft.). The residuals are transported to Tir Na N'og Ranch Residual Management Facility for treatment and disposal.

FACILITY: Tropical Isles Wastewater Treatment Facility
PERMITTEE: Tropical Isles Utility Corporation
Permit Number: FLA013990

REUSE:

Land Application: An existing 0.05 mgd annual average daily flow (AADF) permitted capacity absorption field system (R-001). R-001 consists of three(3) adsorption beds (cells)--total area of 38,016 sq. ft. located approximately at latitude 27° 20' 30" N, longitude 80° 19' 0" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions set forth in Pages I through 16 of this permit.