

IN THE COUNTY COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA

BRIDGEWATER COMMUNITY
ASSOCIATION, INC., a Florida Corporation,

Plaintiff,

v.

CASE NO. 51-2012-CC-000261-ES
SECTION: T

UNKNOWN TENANT(S),

Defendants.

ORDER APPOINTING RECEIVER

This matter came before the Court on February 23, 2012 for consideration of the Petition filed by BRIDGEWATER COMMUNITY ASSOCIATION, INC., (the "Association") to appoint a Receiver to manage the real property located at 31421 Bridgegate Drive, Wesley Chapel, FL 33545, (the "Property"). The Court having reviewed the pleadings filed herein and being otherwise fully advised in the premises, it is:

ORDERED and ADJUDGED

1. The Petition to Appoint Receiver is granted.
2. Larry S. Hyman ("Receiver") is hereby appointed Receiver of the Property and property rights, including all rents, issues, profits and income arising therefrom, and all title and interest in or to any security deposits or advance rents paid by tenants thereto.
3. The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.
4. The Receiver is not required to post a surety bond at this time.
5. The Receiver is hereby granted all of the usual, necessary, and incidental powers of receivers for the purposes of managing, operating and maintaining the Property, including the power and authority to:
 - a) take possession of the Property (including without limitation all goods, chattels and equipment), secure the Property and arrange for removal, disposal and/or storage of any personal property located therein, as the Receiver deems appropriate.
 - b) enter upon, receive and collect all of the rents, issues, profits and income of or from the Property;

under what authority?

No authority

FILED FOR RECORD
PASCO COUNTY, FLORIDA
2012 MAR -8 PM 3:32
Paula S. O'Neill
Clerk & Controller
Pasco County, Florida

See 3085(s)(d)
has no authority
or obligation →

- c) enter into any and all contracts necessary to manage, maintain, protect or preserve the Property;
- d) appoint such agents, employees and accountants as the Receiver may deem necessary to take charge of, market, repair, maintain, lease and operate the Property (including those employed by the Association);
- e) rent or lease the Property from time to time in the ordinary course of business, operate and manage all other services rendered as part of the operation of the Property, pay homeowner assessments and other charges on and for the Property, comply with all requirements of the Association and/or governmental authorities, including, without limitation, curing any violations of the Covenants, acquiring any licenses and permits necessary to operate the Property, and employ an agent to lease and collect rents from the Property, and pay reasonable value for such agent's services;
- f) institute, prosecute and defend such legal proceedings involving the Property as the Receiver may deem necessary or desirable, including without limitation suits relating to the protection or proper care of the Property, suits for the collection of rents, charges or other payments of any description now due or hereafter to become due, and summary proceedings for the removal of occupants or other persons from the Property, and to employ counsel, and the Receiver shall be and is at liberty during the pendency of this cause to apply to this Court for further instructions and directions;
- g) collect a reasonable fee for the time expended and services rendered in connection with this receivership at the rate of \$95 - \$325 per hour and reasonable out-of-pocket expenses for court appearances, litigation support, necessary travel expenses and other extraordinary services beyond those of managing and operating the Property and preparing receiver reports;
- h) after deducting amounts sufficient to pay receivership expenses and normal and necessary maintenance expenses, any rent or other income collected by the Receiver shall be remitted to Association on a monthly basis. Association shall apply any such proceeds received to reduce the homeowner's indebtedness.

6. To the extent the Receiver requires additional funds to carry out his powers and duties pursuant to this Order, Receiver shall request such funds from Association, and if and to the extent Association provides such funds, the amount thereof shall be added to the principal amount owed to the Association by the homeowner and shall bear interest at the rate provided by the Covenants. If and to the extent Association does not promptly fund any cash deficiencies, the Receiver shall have no obligation to fund same or to carry out any responsibilities for which sufficient funds are unavailable

7. Not later than 20 days from the date of this Order, Receiver shall prepare and file with this Court, as provided by Rule 1.620 of the Florida Rules of Civil Procedure, a true and complete inventory, under oath of all property coming under his possession and control. Receiver is further

Not in record

directed, pursuant to Rule 1.620 of the Florida Rules of Civil Procedure, to prepare a monthly financial statement and status report for each month, to be filed or before the 20th day of the following month, so long as all or any portion of the Property shall remain in his possession, including a full and complete report setting forth all receipts and disbursements, cash flow, and reporting all material changes in the Property and all material claims against the Property for the prior month. The Receiver is directed to serve a copy on the persons identified at the conclusion of this Order. The financial statement and status reports must be filed under oath.

8. Association shall not be liable for any damages due as a result of appointment or actions of Receiver.

9. All persons receiving notice of this Order are directed to honor the requests of the Receiver in the discharge of his duties and are prohibited from interfering in any way with the duties and activities of the Receiver.

10. This Receivership shall continue in place until the homeowner's account with Association is current. Thereafter, the Receiver shall file a Motion for Discharge and the receivership shall be dissolved.

11. The Court retains jurisdiction to enter any further orders which shall be necessary to carry the terms and conditions of this Order into effect

ORDERED in Dade City, Pasco County, Florida, on 8 March 2012



County Court Judge

Copies Furnished to:

Geraldine R. Holloway, Esquire
P.O. Box 7096
Tampa, FL 33673
Attorney for Plaintiff

Unknown Tenant No. 1, n/k/a Michele Hernandez
and Unknown Tenant No. 2
31421 Bridgegate Drive
Wesley Chapel, FL 33545

Joanne McCarn & James McCarn
4720 Shoal Creek Ct.
Wesley Chapel, FL 33544

Larry S. Hyman, C.P.A.
106 South Tampania Ave., Suite 200
Tampa, Florida 33609