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OF COUNSEL

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DIANE D. TREMOR, P.A.
JOHN L. WHARTON

April 21, 2000

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

000474-VLS

Re: Sun Communities Finance, LLC f/k/a Sun Communities Finance Limited Partnership
Application for Name Change
Our File No. 33013.01

Dear Ms. Bayo:

As a result of recent discussions between representatives of Sun Communities Finance, LLC and the Public Service Commission Staff, we have determined that the form of the entity owning the Utility has changed slightly (approximately one year ago), from a Limited Partnership to a Limited Liability Company. The Limited Partnership no longer exists and was replaced by the Limited Liability Company. As such, while the Utility's name itself has not changed, the type of entity has changed, and the records of the Utility as filed with the Commission, including the Utility's Certificate and Tariffs, should be corrected.

The Staff had initially requested that the Utility file an Application for Name Change with all commensurate documents. After discussions with the Commission's legal staff, we have come to the conclusion that the best way to handle this matter is to simply have the Commission issue an administrative order recognizing a very minor change in the structure of the entity which owns the Utility. Going through the full name change process, including noticing, would not only be inappropriate under the circumstances, but would be confusing to the customers of the Utility.

RECEIVED & FILED
MUM
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04992 APR 21 8

FPSC-RECORDS/REPORTING

Blanca S. Bayo, Director
April 21, 2000
Page 2

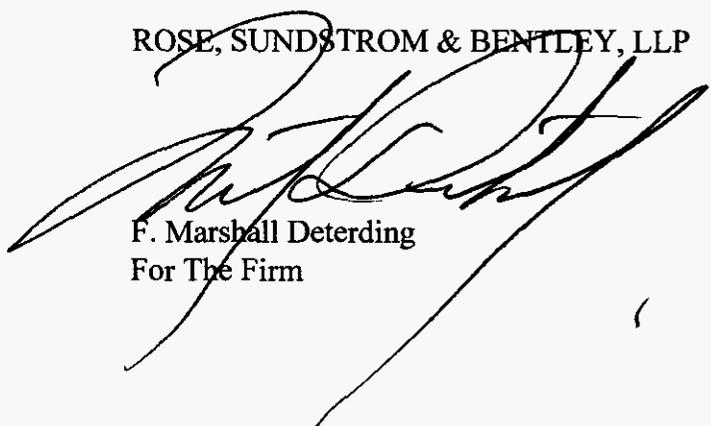
We have been asked by the Staff to complete the Application for Name Change form in order to provide sufficient information on which the Commission Staff can act in this regard. I am enclosing a completed Application form along with the appropriate attachments as required, and including the original and two copies of a revised tariff in order to recognize the full Utility name.

With this information, we request that the Commission administratively issue an order recognizing the full name under which the Utility is currently operating "Sun Communities Finance, LLC," and to issue the attached tariff sheets as approved in order to make sure all of the tariffs properly reflect the Utility's full name.

Should you or any members of the Commission Staff have any questions in this regard, please let me know.

Sincerely,

ROSE, SUNDBTROM & BENTLEY, LLP



F. Marshall Deterding
For The Firm

FMD/tmg

cc: John D. Williams
Patti Daniel
Jason Fudge, Esquire
Rosanne Gervasi, Esquire

ffec\name\2bayo.ltr

APPLICATION FOR NAME CHANGE

(Pursuant to Section 367.121, Florida Statutes)

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

The undersigned hereby makes application for a name change on Water Certificate No. 454-W and/or Wastewater Certificate No.388-S for facilities in Lake County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

- A) The full name (as it appears on the certificate), address and telephone number of the applicant:

Sun Communities Finance Limited Partnership
Name of utility

(248) 932-3100
Phone No. Fax No.

31700 Middlebelt Road, Suite 145
Office street address

Farmington Hills, MI 48334
City State Zip Code

Mailing address if different from street address

Internet address if applicable

- B) The name, address and telephone number of the person to contact concerning this application:

F. Marshall Deterding (850) 877-6555
Name Phone No.

Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Dr.
Street address

Tallahassee Florida 32301
City State Zip Code

C) Indicate the organizational character of the certificated utility: (circle one)

Corporation Partnership Sole Proprietorship

Other Previously a Limited Partnership changed to a Limited Liability Corporation
(Specify)

D) The proposed change in name:

Sun Communities Finance LLC

E) Indicate the organizational character of the utility under the new name: (circle one)

Corporation Partnership Sole Proprietorship

Other Limited Liability Corporation
(Specify)

F) Exhibit "A" - A statement setting out the reason for the name change.

G) The effective date of the name change: 06/9/99

H) Exhibit "B" - In the case of a corporation, limited partnership, or any other type of entity that is chartered by the State of Florida or any other state, a copy of the certificate or other document issued by the state showing its acceptance of the entity's new name.

I) Exhibit "C" - In the case of a corporation, limited partnership, or any other type of entity that is chartered by the State of Florida or any other state, a statement from an officer that the ownership and control of the utility and its assets will not change under the proposed name.

J) Exhibit N/A - In the case of a sole proprietorship, or any other entity not chartered by the State of Florida or any other state, a statement, signed by a duly authorized representative that the ownership and control

of the utility and its assets will not change under the proposed name.

- K) Exhibit "D" - A proposed notice to be sent to the customers of the utility informing them of the change in utility name. After the Commission staff approves the customer notice, the utility shall send the approved customer notice to all existing customers with the next regular billing, advising them of the name change.

- L) Exhibit "E" - An original and two copies of the utility's water and/or wastewater tariff(s), including all standard forms, resubmitted under the proposed name change. **Sample tariffs are enclosed with the application package.**

- M) Exhibit "F" - The applicant's current water and/or wastewater certificate(s).

EXHIBIT "A"

Sun Communities Finance LLC

Statement of Reasons for Name Change

In Commission Docket No. 960040-WS the Florida Public Service Commission considered and approved the Transfer of the former Water Oak Utilities Co., Inc. The Commission issued Order No. 97-0034-FOF-WS on January 7, 1997 approving the Transfer. In that docket, the Commission listed the name of the Utility as "Sun Communities Finance Limited Partnership."

In May of 1996, Sun Communities Finance Limited Partnership was dissolved and in its place was created Sun Communities Finance LLC, a Michigan Limited Liability Company. The conversion of the Limited Partnership to a Limited Liability Company was filed with the Florida Division of Corporations in June of 1999. The Utility has continuously operated since last June under this name. Attached hereto is a copy of State of Michigan documents evidencing the conversion from a Limited Partnership to a Limited Liability Corporation and the registration verification from the Division of Corporations of the State of Florida.

This Application is therefore filed in order to correct the type of entity which operates the Utility, and to make sure that for the purposes of the Commission records the new entity, as listed as the Utility owner, with no real significant change in the Utility name. The requirement for a formal Application and Notice related to a Name Change is to prevent confusion among the customers and to ensure that the PSC reviews any proposal to change the Utility's name. That purpose is not served by requiring a formal Application or a Notice in this case, because all that has changed is the character of the organization and not its basic name.

Because of the circumstances as outlined above, and as outlined in the discussion of the Customer Notice contained in **Exhibit "D"** of this Application, we believe that the Notice requirement should not be imposed. In fact, the formal noticing process will no doubt result in more confusion than clarification if required. We request that the Commission make this change administratively in accordance with recent discussions between counsel to the Utility and the Commission staff counsel.

ATTN TONYA

4/13/00 CORPORATE DETAIL RECORD SCREEN 10:30 AM
 NUM: M99000000859 ST:MI ACTIVE/FOR. LIM LIAB FLD: 06/09/1999
 TOTAL CONTR: 1.00 FEI#: 38-3144541
 NAME : SUN COMMUNITIES FINANCE, LLC
 PRINCIPAL: 31700 MIDDLEBELT ROAD, SUITE 145
 ADDRESS FARMINGTON HILLS, MI 48334
 RA NAME : C T CORPORATION SYSTEM
 RA ADDR : 1200 SOUTH PINE ISLAND ROAD
 PLANTATION, FL 33324 US
 ANN REP : * NONE FILED *

4/13/00 MANAGER/MEMBER DETAIL SCREEN 10:31 AM
 CORP NUMBER: M99000000859 CORP NAME: SUN COMMUNITIES FINANCE, LLC
 TITLE: MGR NAME: SUN COMMUNITIES OPERATING L.P.
 31700 MIDDLEBELT ROAD, STE. 145
 FARMINGTON HILLS, MI 48334

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

ATTN TONYA

4/13/00 CORPORATE DETAIL RECORD SCREEN 10:30 AM
 NUM: B93000000529 ST:MI INACTIVE/FOREIGN LP FLD: 12/01/1993
 LAST: VOLUNTARY CANCELLATION FLD: 06/09/1999
 ACT CONT: 20,850,000.00 FEI#: 38-3144541
 NAME : SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP
 PRINCIPAL: 31700 MIDDLEBELT ROAD, SUITE 145
 ADDRESS FARMINGTON HILLS, MI 48334
 RA NAME : C T CORPORATION SYSTEM
 RA ADDR : 1200 SOUTE PINE ISLAND ROAD
 PLANTATION, FL 33324 US
 ANN REP : (1997) I 12/30/96 (1998) I 12/29/97 (1999) I 04/14/99

4/13/00 GENERAL PARTNER DETAIL SCREEN 10:30 AM
 CORP NUMBER: B93000000529 CORP NAME: SUN COMMUNITIES FINANCE LIMITED PARTNER
 NAME: SUN QRS, INC. DOC #: F93000005406
 31700 MIDDLEBELT ROAD, SUITE 145
 FARMINGTON HILLS, MI 48334

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

5/07/99 14:00:31 Corporation, Securities & Land Dev. Bureau p.6

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the **ARTICLES OF ORGANIZATION & CERT. OF CONVERSION**
for
SUN COMMUNITIES FINANCE, LLC

ID NUMBER: B42390

received by facsimile transmission on May 6, 1999 is hereby endorsed
Filed on May 7, 1999 by the Administrator.

The document is effective on the date filed, unless a
subsequent effective date within 90 days after
received date is stated in the document.

In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 7th day
of May, 1999.



Julie Croll
Director

Corporation, Securities and Land Development Bureau

5/07/99 14:00:32

Corporation, Securities & Land Dev. Bureau p.1

53 (Rev. 09/7)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

to Received

(FOR BUREAU USE ONLY)

to

Milton I. Kovinsky

Address

One Woodward Avenue

Detroit Michigan 48226

Zip Code

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

ARTICLES OF ORGANIZATION AND CERTIFICATE OF CONVERSION

for use by Domestic Limited Liability Companies, Domestic Partnerships or Domestic Limited Partnerships

(Please read information and instructions on last page)

B

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: Sun Communities Finance, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: perpetual.

ARTICLE IV

The street address of the location of the registered office is: 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334-

The mailing address of the registered office if different than above: Michigan 48334-

The name of the resident agent at the registered office is: Gary Shiffman

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

The effective date of formation shall be the same as the date of filing.

Management of the LLC shall be vested in one or more managers.

See Addendum for Article VI.

Signed this 31 day of December, 19 98

By Jonathan M. Golman, Vice President of Sun Communities, Inc., General Partner of Sun Communities Operating Limited Partnership, Member

5/07/99

14:00:34

Corporation, Securities & Land Dev. Bureau p:8

CERTIFICATE OF CONVERSION

I hereby certify:

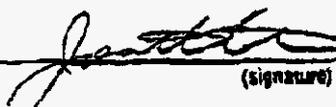
The name of the partnership or limited partnership is Sun Communities Finance Limited
(name)

Partnership

The partnership was formed _____
(date)

The limited partnership formed on November 18, 1998 is cancelled as of the
(date)

effective date of the Articles of Organization.



(signature)

Jonathan M. Colman

(name)

Vice President, Sun QRS, Inc., General Partner

(title or capacity)

**Addendum to
Articles of Organization
and
Certificate of Conversion**

ARTICLE VI

No manager of the limited liability company shall be personally liable to the limited liability company or its members for any breach of any duty established pursuant to Section 404 of the Michigan Act; provided, however, that this Article VI shall not eliminate or limit the liability of a manager for any of the following:

- (i) The receipt of a financial benefit to which such manager is not entitled;
- (ii) Liability under Section 308 of the Michigan Act; or
- (iii) A knowing violation of law.

If, after the filing of these Articles of Organization, the Michigan Act is amended to authorize action further eliminating or limiting the personal liability of managers of limited liability companies, the liability of a manager of this limited liability company shall be eliminated or limited to the fullest extent permitted by the Michigan Act, as so amended. Any repeal, modification or adoption of any provision in these Articles of Organization inconsistent with this Article VI shall not adversely affect any right or protection of a manager of the limited liability company existing at the time of such repeal, modification or adoption.

5/07/99 14:00:25

Corporation, Securities & Land Dev. Bureau p.1

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF CANCELLATION

for

SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP

ID NUMBER: LI7291

received by facsimile transmission on May 6, 1999 is hereby endorsed

Filed on May 7, 1999 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of May, 1999.



Julia Croll

. Director

Corporation, Securities and Land Development Bureau

Sent by Facsimile Transmission 09741

EXHIBIT "B"

Sun Communities Finance LLC

Documentation of Entity Name

While the entity has in the past been operated under the Utility name "Sun Communities Finance Limited Partnership," and that entity has changed character to a Limited Liability Company such that its name is now "Sun Communities Finance LLC," the Utility land was never formally transferred to the new entity, and as such, we are attaching hereto a Warranty Deed executed by appropriate officers for the purpose of transferring the Utility land as contained in the Utility's prior Order to the Limited Liability Company.

38-3482690

Tax I.D. Number

WARRANTY DEED

THIS WARRANTY DEED, made the 13 day of April, 2000, by SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP, a Limited Partnership, hereinafter called the grantor, to SUN COMMUNITIES FINANCE LLC, a Limited Liability Corporation, whose address is 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all of its interest in that certain land situate in Lake County, Florida, viz:

See attached Exhibit "A" .

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that this is not homestead property; that the grantor has good right and lawful authority to sell and convey said interest in the land; that the grantor hereby fully warrants the title to said interest in the land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes accruing subsequent to December 31, 2001, and all restrictions and easements of record.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Jonathan M. Colman Senior J.P.
Print Name Jonathan M. Colman

SEAL
SUN COMMUNITIES FINANCE, LLC

Brian W. Fannon Senior J.P.
Print Name Brian W. Fannon

MICHIGAN)
STATE OF ~~FLORIDA~~)
COUNTY OF ~~LAKE~~)
Oakland)

The foregoing instrument was acknowledged before me this 13 day of April, 2000, by Jonathan M. Colman, who is personally known to me. Brian W. Fannon

Karen M. Heidacker
Notary Public KAREN M. HEIDACKER
My Commission Expires Notary Public, Oakland County, MI
My Commission Expires 07/23/2003

This Instrument Prepared By: F. Marshall Deterding, Esquire, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.

EXHIBIT "C"

SUN COMMUNITIES FINANCE LLC

Affidavit

I Jonathan M. Colman, Senior Vice President of Sun Communities Finance LLC do solemnly swear and affirm that:

1. The recognition of the full name Sun Communities Finance LLC, formerly known as Sun Communities Finance Limited Partnership, does not constitute a change in ownership or control of the Utility and the ownership of such assets will not change under the correction of the Utility name in the official Commission records.
2. The information contained herein and the proposal by Sun Communities Finance LLC to have its certificate revised to include the full name under which the Utility is operating, does not constitute a Change in Ownership or Majority Organizational Control of the Utility Company, but instead is simply a correction of the name as included on the Utility's certificate to recognize the name that has been utilized for approximately one year as a result of a change in the company form from a Limited Partnership to a Limited Liability Company.

BY: 
Jonathan M. Colman

Sun Communities Finance LLC

Subscribed and sworn to before me this 13 day of April, 2000 by Jonathan M. Colman who is personally known to me or ~~produced identification~~

~~Type of Identification Produced~~


Notary Public's Signature
KAREN M. HEIDACKER
Notary Public, Oakland County, MI
My Commission Expires 07/23/2003
Print, Type or Stamp Commissioned
Name of Notary Public

EXHIBIT "D"

Sun Communities Finance LLC

Proposed Customer Notice

Sun Communities Finance LLC does not believe that a Customer Notice is necessary, in the best interest of the customers, or appropriate under these circumstances.

The only change is in the character of the entity and not technically to the name of that entity (which occurred approximately one year ago). This error occurred as a result of the Utility's change in entity type in the Summer of 1996 and the principals' failure to recognize the need to ensure that the name of the entity exactly matched that on the Certificates and the Tariffs for the Utility. Correction of that error is all that needs to be accomplished in this proceeding.

The customers of the Utility would in fact be more confused by a Customer Notice noting this minor change, than they would be not receiving one. All of the correspondence which the customers have received for some time has continuously utilized the Limited Liability Company name over the past year, without one question from customers in that regard. As such, any notification would simply confuse, rather than enlighten the Utility's customers.

EXHIBIT "E"

Sun Communities Finance, LLC

Original and Two Copies of Proposed Water and Sewer Tariffs

Attached hereto is a complete Tariff for Sun Communities Finance, LLC, revised only to include the slightly revised name.

EXHIBIT "F"

Sun Communities Finance, LLC

Original Certificates

Sun Communities Finance, LLC and its employees have reviewed their files located in both Lake County, Florida and in the State of Michigan, in an attempt to locate the originals of the Certificates issued by the Commission in 1994, which Transferred the system to Sun Communities Finance Limited Partnership. After diligent effort to locate the Certificates, the employees and agents of Sun Communities Finance, LLC have been unable to locate any such Certificate, despite having apparently received them as a result of the Order approving the Transfer in 1997. As such, we are attaching hereto copies of the Original Certificates as issued for this system, obtained from the Commission's files. We hereby request that the Florida Public Service Commission issue new Certificates reflecting the Utility name as "Sun Communities Finance LLC" as part of this proceeding.

FLORIDA PUBLIC SERVICE COMMISSION

**Certificate Number
388 - S**

**Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to:**

SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP

Whose principal address is:

**31700 Middlebelt Road, Suite 145
Farmington Hills, MI 48334**

**to provide wastewater service in accordance with the provision 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	PSC-97-0034-FOF-WS	DOCKET	960040-WS
ORDER		DOCKET	

**BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION**



Diana S. Davis

Director

Division of Records and Reporting

FLORIDA PUBLIC SERVICE COMMISSION

**Certificate Number
454 - W**

Upon consideration of the record it is hereby **ORDERED**
that authority be and is hereby granted to:

SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP

Whose principal address is:

**31700 Middlebelt Road, Suite 145
Farmington Hills, MI 48334**

to provide water service in accordance with the provision 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	PSC-97-0034-FOF-WS	DOCKET	960040-WS
ORDER		DOCKET	

**BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION**



Blanca S. Davis

Director
Division of Records and Reporting

WASTEWATER TARIFF

Sun Communities Finance LLC
NAME OF COMPANY

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

FIRST REVISED SHEET NO. 1.0
CANCELS ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

Sun Communities Finance LLC
NAME OF COMPANY

31700 Middlebelt Road, Suite 145

Farmington Hills, MI 48334

(ADDRESS OF COMPANY)

Business: Brian Fannon 810/932-3100
Emergency: Water Oak Country Club Estates Manager 904/353-3000
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

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Service Availability Policy	29.0
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Territory Served	3.0

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 3.0
CANCELS ORIGINAL SHEET NO. 3.0

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 388-S

COUNTY - Lake

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
16150	May 23, 1986	850517-WS	Original
PSC-97-0034-FOF-WS	January 7, 1997	960040-WS	Transfer

(Continued to Sheet No. 3.1)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Water Oak Country Club Estates
Township 18 South, Range 24 East, part of
Sections 8, 9, 16 and 17.

That part of Sections 8, 9, 16 and 17, Township 18 South, Range 24 East, Lake County, Florida, more particularly described as follows: From the Southwest corner of Section 9, Township 18 South, Range 24 East, run North 0°49'12" West along the West boundary of said Section 9, a distance of 1966.92 feet to the Point of Beginning of the following described parcel of land. From said Point of Beginning, run North 89°05'05" East 663.81 feet, thence North 0°48'03" West 658.14 feet, thence North 88°52'06" East 1992.09 feet, thence South 0°44'36" East 2662.63 feet, thence South 0°37'08" East 652.20 feet, thence South 88°50'55" West 693.57 feet, thence south 0°58'16" East 648.51 feet, thence South 89°10'10" West 210.50 feet, thence South 01°05'42" East 331.21 feet, thence South 89°14'10" West 420.39 feet, thence South 0°51'00" East 645.84 feet, thence South 88°12'58" West 688.37 feet, thence South 01°04'23" East 331.10 feet, thence South 0°19'46" East 617.74 feet, thence South 89°14'12" West 658.49 feet, thence South 0°11'48" East 104.66 feet, thence South 89°41'02" West 1169.33 feet, thence North 03°01'45" West 1404.74 feet to the point of curvature of a curve concave Southwesterly and having a radius of 2010.08 feet, thence Northwesterly along said curve through a central angle of 14°11'17" an arc length of 497.75 feet to the end of said curve, thence North 72°46'58" East 10.0 feet to a point on a curve concave Southwesterly and having a radius of 2020.08 feet, thence Northwesterly along said curve through a central angle of 26°16'46" an arc length of 926.54 feet to the end of said curve, thence North 02°03'58" West 16.21 feet, thence North 89°41'20" East 779.89 feet, thence North 0°57'45" West 663.88 feet, thence North 89°36'12" East 10.31 feet, thence North 0°44'46" West 1932.18 feet, thence North 89°45'28" East 978.53 feet, thence North 0°49'12" West 37.36 feet to the Point of Beginning and end of this description. LESS: A parcel of land in Section 16 and 17, Township 18 South, Range 24 East, Lake County, Florida, described as follows: Commencing at the West 1/4 corner of Section 16, Township 18 South, Range 24 East, run South 0°15'20" East along the West line of said section 91.09 feet to the Point of Beginning, thence South 89°43'16" East 321.31 feet, thence North 28°53'58" West 349.39 feet, thence South 87°48'04" West 299.33 feet, thence South 0°25'57" East 292.05 feet, thence South 89°43'16" East 144.46 feet to the Point of Beginning. LESS: road right of way over and across the North side thereof. SUBJECT TO an easement over and across the East 6.0 feet of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 18 South, Range 24 East.

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 4.0
CANCELS ORIGINAL SHEET NO. 4.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Collection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of collection which includes all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Protection of Company's Property	10.0	12.0
Right of Way or Easements	10.0	14.0
Signed Application Required	7.0	3.0
Tax Clause	11.0	18.0
Type and Maintenance	9.0	9.0
Unauthorized Connections - Wastewater	12.0	20.0
Withholding Service	8.0	5.0

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

- 3.0 SIGNED APPLICATION REQUIRED - Wastewater service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for wastewater service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which wastewater service is to be rendered.

- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is

(Continued to Sheet No. 8.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such wastewater service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for wastewater service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale, or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. (9.0))

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 10.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

Ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.

- 15.0 BILLING PERIODS - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

(Continued to Sheet No. 11.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of wastewater service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for wastewater service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The

(Continued to Sheet No. 12.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

outgoing customer shall be held responsible for all wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customers, to discontinue or transfer wastewater service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350 and 25-30.340, Florida Administrative Code.

(Continued to Sheet No. 13.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 22.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.
- 23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

(Continued to Sheet No. 14.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 14.0
CANCELS ORIGINAL SHEET NO. 14.0

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

(Continued to Sheet No. 15.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 15.0
CANCELS ORIGINAL SHEET NO. 15.0

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 16.0
CANCELS ORIGINAL SHEET NO. 16.0

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.0
General Service, GS	17.0
Miscellaneous Service Charges	21.0
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees and Charges	22.0

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 17.0
CANCELS ORIGINAL SHEET NO. 17.0

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 7.56
	3/4"	11.48
	1"	19.12
	1 1/2"	38.25
	2"	61.21
	3"	122.40
	4"	191.26
	6"	382.53
	<u>Gallonge Charge</u>	
	Per 1,000 Gallons	\$ 2.50

BASE FACILITY CHARGE - \$7.56

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - January 17, 1997

TYPE OF FILING - Transfer

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 18.0
CANCELS ORIGINAL SHEET NO. 18.0

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	All Meter Sizes	\$ 7.65
	<u>Gallage Charge</u> Per 1,000 Gallons (maximum 6,000 gallons per month)	\$ 2.07

BASE FACILITY CHARGE - \$7.65

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - January 17, 1997

TYPE OF FILING - Transfer

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE - Not Applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	Not Applicable	
	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceeding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon retainment of such deposit.

Nothing in this rule shall prohibit the Company from refunding a customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGE

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location, or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

SEE WATER TARIFF

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ _____
Normal Reconnection Fee	\$ _____
Violation Reconnection Fee	\$ _____
Premises Visit (in lieu of disconnection)	\$ _____

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 22.0
CANCELS ORIGINAL SHEET NO. 22.0

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

Not Applicable
Refer to Service Availability Policy
SHEET NO. 30.0

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 23.0
CANCELS ORIGINAL SHEET NO. 23.0

WASTEWATER TARIFF

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HELD FOR FUTURE USE	26.0 and 28.0

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 24.0
CANCELS ORIGINAL SHEET NO. 24.0

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Not Applicable

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

WATER OAK UTILITY COMPANY, INC.

SEWER CONTRACT

No. _____

Date: _____

The undersigned, owner or agent, resident or occupant of the residence located at:

I hereby apply for connection of sewer service to that premises for residential sewer service. I, as owner, agent, resident, or occupant, agree to pay the scheduled rates, until and unless notice in writing is given to the Water Oak Utility Company, Inc. that service is to be discontinued. If service is discontinued and I, as owner, agent, resident, or occupant, request recontinuance of service at the same address less than one year after discontinuance, I will be responsible for the base facility charge for each month of discontinuation along with any applicable connection fee. Initial connection fee is (\$ _____).

The undersigned agrees to conform to all rates, rules and regulations of the Water Oak Utility Company, Inc. as are now or hereafter in force, and which are made part of this contract, including the agreement to pay the prescribed charge of _____ (\$ _____) for any restoration of service.

Date of Acceptance:

WATER OAK UTILITY COMPANY, INC.

By: _____
Authorized Official

Applicant's Signature

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 26.0
CANCELS ORIGINAL SHEET NO. 26.0

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 27.0
 CANCELS ORIGINAL SHEET NO. 27.0

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

WATER OAK UTILITY COMPANY, INC.
SEWER / WATER DEPARTMENT
 3 Water Oak Boulevard
 Lady Lake, Florida 32659
 753-3000 or 753-4699

ACCT. NO.	DATE READ	BILLING DATE	RETURN POSTAGE GUARANTEED		
234	7/1/88	7/6/88	Acct. No.	Amt. Due	Date
	PREV. READ	PRES. READ	GAL USED		
00152045	00180567	28,522	234	\$39.76	7/26/88
CHARGES FOR: SEWER: \$19.05 WATER: 19.71 OTHER: 1.00 City Tax LATE: TOTAL \$39.76 DELINQUENT AFTER (20) DAYS			Cust. Name: St. Add: City: State: Zip:		
24 HOUR EMERGENCY SERVICE NO. 753-4853			PLEASE RETURN THIS WITH PAYMENT		

Jonathan Colman
 ISSUING OFFICER

Vice President
 TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 28.0
CANCELS ORIGINAL SHEET NO. 28.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 29.0
CANCELS ORIGINAL SHEET NO. 29.0

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Service Availability Policy	30.0
Table of Daily Flows	31.0

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 30.0
CANCELS ORIGINAL SHEET NO. 30.0

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Pursuant to Order No. 16528 in Docket No. 850517-WS, initial rates and charges were established to this utility. Within that docket, system capacity charges were established for both the water and sewer system as well as meter installation charges for the water system.

Pursuant to Order No. 18255 in Docket No. 870122-WS, the Commission recognized a negative acquisition adjustment for both the water and sewer system. Based upon the resultant large decrease to rate base the Commission approved the utility's request for cancellation of service availability charges and meter installation fees. Therefore, service availability charges approved in Docket No. 850517-WS are no longer in effect.

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows [3]</u>
Mobile Home Parks	85 gpd/trailer

[1] gpd - gallons per day

[2] If historical data is unavailable, a rough estimate for the daily flow of residential wastewater can be calculated by taking 80% of the corresponding water usage. However, it is recommended that historical data of actual wastewater flow be used. A similiar estimate for the daily flow of commercial wastewater can be calculated by taking 100% of the corresponding commercial water usage.

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

Sun Communities Finance LLC
NAME OF COMPANY

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

Sun Communities Finance LLC
NAME OF COMPANY

31700 Middlebelt Road, Suite 145
Farminaton Hills, MI 48334

(ADDRESS OF COMPANY)

Business: Brian Fannon 813/932-3100
Emergency: Water Oak Country Club Estates Manager 904/353-3000
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC

FIRST REVISED SHEET NO. 2.0
CANCELS ORIGINAL SHEET NO. 2.0

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Mobile Home Parks	300 gpd/trailer

[1] gpd - gallons per day

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

SERVICE AVAILABILITY POLICY

Pursuant to Order No. 16528 in Docket No. 850517-WS, initial rates and charges were established to this utility. Within that docket, system capacity charges were established for both the water and sewer system as well as meter installation charges for the water system.

Pursuant to Order No. 18255 in Docket No. 870122-WS, the Commission recognized a negative acquisition adjustment for both the water and sewer system. Based upon the resultant large decrease to rate base the Commission approved the utility's request for cancellation of service availability charges and meter installation fees. Therefore, service availability charges approved in Docket No. 850517-WS are no longer in effect.

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC

FIRST REVISED SHEET NO. 3.1
CANCELS ORIGINAL SHEET NO. 3.1

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Table of Daily Flows	32.0

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 4.0
CANCELS ORIGINAL SHEET NO. 4.0

WATER TARIFF

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 5.1
CANCELS ORIGINAL SHEET NO. 5.1

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Not Applicable

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC

FIRST REVISED SHEET NO. 6.0

CANCELS ORIGINAL SHEET NO. 6.0

WATER TARIFF

APPLICATION FOR WATER SERVICE

WATER OAK UTILITY COMPANY, INC.

WATER CONTRACT

No. _____

Date: _____

The undersigned, owner or agent, resident or occupant of the residence located at:

I hereby apply for connection of water service to that premises for residential water service. I, as owner, agent, resident, or occupant, agree to pay the scheduled rates, until and unless notice in writing is given to the Water Oak Utility Company, Inc. that service is to be discontinued. If service is discontinued and I, as owner, agent, resident, or occupant, request recontinuance of service at the same address less than one year after discontinuance, I will be responsible for the base facility charge for each month of disconnection along with any applicable connection fee. Initial connection fee is (\$ _____).

The undersigned agrees to conform to all rates, rules, and regulations of the Water Oak Utility Company, Inc. as are now or hereafter in force, and which are made part of this contract, including the agreement to pay the prescribed charge of _____ (\$ _____) for any restoration of service.

Date of Acceptance:

WATER OAK UTILITY COMPANY, INC.

By: _____
Authorized Official

Applicant's Signature

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 6.1
CANCELS ORIGINAL SHEET NO. 6.1

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Not Applicable

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 7.0
CANCELS ORIGINAL SHEET NO. 7.0

WATER TARIFF

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Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 8.0
CANCELS ORIGINAL SHEET NO. 8.0

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

Not Applicable
Refer to Service Availability Policy
SHEET NO. 31.0

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 9.0
CANCELS ORIGINAL SHEET NO. 9.0

WATER TARIFF

(Continued from Sheet No. 22.0)

NOTE: If both water and sewer services are provided, only a single charge is appropriate unless circumstances beyond the control of the utility requires multiple actions.

EFFECTIVE DATE - January 17, 1997

TYPE OF FILING - Transfer

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	<u>\$ 10.00</u>	<u>\$ 15.00</u>
Normal Reconnection Fee	<u>\$ 10.00</u>	<u>\$ 15.00</u>
Violation Reconnection Fee	<u>\$ 10.00</u>	<u>\$ 15.00</u>
Premises Visit Fee (in lieu of disconnection)	<u>\$ 7.00</u>	<u>N/A</u>

(Continued to Sheet No. 22.1)

Jonathan Colman
 ISSUING OFFICER

Vice President
 TITLE

WATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills . No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceeding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annun upon the retainment of such deposit.

Nothing in this rule shall prohibit the Company from refunding a customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	Not Applicable	
	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Jonathan Colman
 ISSUING OFFICER

Vice President
 TITLE

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE - Not Applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 6.37
	3/4"	9.89
	1"	15.95
	1 1/2"	31.89
	2"	51.05
	3"	102.08
	4"	159.51
	6"	319.00
	<u>Gallorage Charge</u>	
	Per 1,000 Gallons	\$.51

BASE FACILITY - \$6.37

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - January 17, 1997

TYPE OF FILING - Transfer

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

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Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

WATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

(Continued from Sheet No. 12.0)

shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 14.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

(Continued from Sheet No. 11.0)

- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customer's, to discontinue or transfer water service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No. 13.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

(Continued from Sheet No. 10.0)

become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of water service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

(Continued to Sheet No. 12.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

(Continued from Sheet No. 9.0)

installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 15.0 BILLING PERIODS - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall

(Continued to Sheet No. 11.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

(Continued from Sheet No. 8.0)

remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service

(Continued to Sheet No. 10.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

Water service furnished to the customer shall be rendered directly to the customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension,

(Continued to Sheet No. (9.0))

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

- 3.0 SIGNED APPLICATION REQUIRED - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered.

- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is

(Continued to Sheet No. 8.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Jonathan Colman
 ISSUING OFFICER

Vice President
 TITLE

WATER TARIFF

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(Continued to Sheet No. 6.1)

Jonathan Colman
 ISSUING OFFICER

Vice President
 TITLE

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - Sun Communities Finance Limited Partnership.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 29.0
CANCELS ORIGINAL SHEET NO. 29.0

WATER TARIFF

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Water Oak Country Club Estates
Township 18 South, Range 24 East, part of
Sections 8, 9, 16 and 17.

That part of Sections 8, 9, 16 and 17, Township 18 South, Range 24 East, Lake County, Florida, more particularly described as follows: From the Southwest corner of Section 9, Township 18 South, Range 24 East, run North 0°49'12" West along the West boundary of said Section 9, a distance of 1966.92 feet to the Point of Beginning of the following described parcel of land. From said Point of Beginning, run North 89°05'05" East 663.81 feet, thence North 0°48'03" West 658.14 feet, thence North 88°52'06" East 1992.09 feet, thence South 0°44'36" East 2662.63 feet, thence South 0°37'08" East 652.20 feet, thence South 88°50'55" West 693.57 feet, thence south 0°58'16" East 648.51 feet, thence South 89°10'10" West 210.50 feet, thence South 01°05'42" East 331.21 feet, thence South 89°14'10" West 420.39 feet, thence South 0°51'00" East 645.84 feet, thence South 88°12'58" West 688.37 feet, thence South 01°04'23" East 331.10 feet, thence South 0°19'46" East 617.74 feet, thence South 89°14'12" West 658.49 feet, thence South 0°11'48" East 104.66 feet, thence South 89°41'02" West 1169.33 feet, thence North 03°01'45" West 1404.74 feet to the point of curvature of a curve concave Southwesterly and having a radius of 2010.08 feet, thence Northwesterly along said curve through a central angle of 14°11'17" an arc length of 497.75 feet to the end of said curve, thence North 72°46'58" East 10.0 feet to a point on a curve concave Southwesterly and having a radius of 2020.08 feet, thence Northwesterly along said curve through a central angle of 26°16'46" an arc length of 926.54 feet to the end of said curve, thence North 02°03'58" West 16.21 feet, thence North 89°41'20" East 779.89 feet, thence North 0°57'45" West 663.88 feet, thence North 89°36'12" East 10.31 feet, thence North 0°44'46" West 1932.18 feet, thence North 89°45'28" East 978.53 feet, thence North 0°49'12" West 37.36 feet to the Point of Beginning and end of this description. LESS: A parcel of land in Section 16 and 17, Township 18 South, Range 24 East, Lake County, Florida, described as follows: Commencing at the West 1/4 corner of Section 16, Township 18 South, Range 24 East, run South 0°15'20" East along the West line of said section 91.09 feet to the Point of Beginning, thence South 89°43'16" East 321.31 feet, thence North 28°53'58" West 349.39 feet, thence South 87°48'04" West 299.33 feet, thence South 0°25'57" East 292.05 feet, thence South 89°43'16" East 144.46 feet to the Point of Beginning. LESS: road right of way over and across the North side thereof. SUBJECT TO an easement over and across the East 6.0 feet of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 18 South, Range 24 East.

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance LLC FIRST REVISED SHEET NO. 31.0
CANCELS ORIGINAL SHEET NO. 31.0

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 454-W

COUNTY - Lake

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
16150	May 23, 1986	850517-WS	Original
PSC-97-0034-FOF-WS	January 7, 1997	960040-WS	Transfer

(Continued to Sheet No. 3.1)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

WATER TARIFF

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Jonathan Colman
ISSUING OFFICER

Vice President
TITLE