

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority)
to Transfer the Facilities of)
Buttonwood Bay Water & Sewer)
Company, LLC and Certificate Nos.)
431-W and 364-S in Highlands)
County, Florida to Sun Communities)
Acquisitions, LLC d/b/a Buttonwood)
Bay Utilities)
_____)

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COMMISSION
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020892-WS

APPLICATION OF SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD
BAY UTILITIES FOR AUTHORITY TO TRANSFER FACILITIES AND
CERTIFICATE NOS. 431-W AND 364-S

Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities (hereinafter referred to as "Buttonwood" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code and Section 367.071, Fla. Stat., files this Application for authority to transfer facilities and Certificate Nos. 431-W and 364-S currently held by Buttonwood Bay Water & Sewer Company, LLC ("Seller") to Buyer. In support of this Application, Buyer states:

- 1. The complete name and address of the Seller, is:

Buttonwood Bay Water & Sewer Company, LLC
% Mr. Marc Caneva
10607 North Hayden Road, Suite F106
Scottsdale AZ 85260-8511

- 2. The complete name and address of the Buyer is:

Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities
31700 Middlebelt Road, Suite 145
Farmington Hills, MI 48334

AUS _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
GCL _____
OPC _____
MMS _____
SEC _____
OTH _____

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08617 AUG 15 88

FPSC-COMMISSION CLERK

3. The name and address of the person authorized to receive notices and communications in respect to this application is:

F. Marshall Deterding
Rose, Sundstrom & Bentley, LLP
2548 Blaiirstone Pines Drive
Tallahassee, Florida 32301

4. Buyer is a Florida Limited Liability Corporation authorized to do business in Michigan, effective on November 26, 2001.

5. The names and addresses of Buyer's members and current managing member are as follows:

Current Managing Member:

Sun Communities Operating, L.P.
31700 Middlebelt Road, Suite 145
Farmington Hills, MI 48334

Members:

Sun Communities Operating, LP is the 100% owner of Sun Communities Acquisitions, LLC and its only member.

6. The Utility's system is a division of the developer of the property and therefore, the Managing Member of the developer is the same for the Utility. In addition, the ownership of Sun Communities Acquisitions, LLC is in the hands of Sun Communities Operating Limited Partnership.

7. Buyer currently owns no water or wastewater utilities in the State of Florida. However, the Buyer's related entities, Sun Communities Finance, LLC owns and operates the Water Oak Utility system, and Sun Communities Operating Limited Partnership owns and operates the Saddle Oak Country Club system, within the State of Florida. As such, there is extensive institutional experience in the operation of private water and sewer utilities regulated by the Florida Public Service Commission.

8. Attached hereto as **Exhibit "A"** is a copy of the Second Mortgage which was foreclosed by the lender in November of 2001. Sun Communities Acquisitions, LLC acquired the Utility assets and ownership of the development property, as the high bidder at the foreclosure sale. The Utility assets were acquired "on the courthouse steps" in a foreclosure of that Second Mortgage and payment of an amount equal to the amount owed on that Second Mortgage of \$3,616,806. The assets were taken subject to an existing First Mortgage in the amount of \$15,500,000 originally held by Wells Fargo Bank but purchased by Sun Communities Operating Limited Partnership in March of 2002 (six months after Sun Communities Acquisitions, LLC acquired the property which was the subject of that Mortgage). These first and second mortgages

covered all of the development, as well as all of the Utility assets.

A list of the assets purchased and liabilities assumed and not assumed is as described in the "Summary Judgment as to Counts II and III," the "Certificate of Title," and the "Certificate of Sale" all issued by 10th Circuit Court and attached hereto as **Exhibit "B."** There are no customer deposits and interest thereon. The closing occurred on November 26, 2001 as noted.

9. There are no guaranteed revenue contracts, customer advances or leases that must be disposed of in association with the Transfer of the Utility assets.

10. There are no outstanding written Developer Agreements of which the Buyer is aware.

11. There is outstanding First Mortgage debt of \$15,500,000 owed to Sun Communities Operating Limited Partnership, LLC which includes both the Utility and the development assets. The Buyer has taken the assets subject to this existing Mortgage at the time of foreclosure. Since that time, a related entity has acquired the debt.

12. Buyer has acquired Seller's Utility assets through this foreclosure and subject to the First Mortgages outlined above. The

purchase at foreclosure subject to the First Mortgage was funded by a cash transaction.

13. The transfer of the water and wastewater facilities of Seller to Buyer is in the public interest for the following reasons:

(a) Buyer will continue to utilize the same professional operation and management personnel utilized by the Seller for the purposes of operating and maintaining the Utility's system. These personnel are professional operators and managers of water and sewer utility systems, and have knowledge of regulatory requirements and procedures. Therefore, Buyer has the technical capability to efficiently and effectively provide high quality water and wastewater service to the Utility's service territory, the customers therein, and all potential future customers within the existing territory.

(b) Because the buying entity owns the great majority of the remaining unsold and unserved property within the certificated service territory of the Utility, the interests of the Buyer are substantially the same as those of the Utility, to guarantee continuous and adequate water and wastewater service to the properties located within the service territory. To the extent the Buyer is not approved for Transfer of the water and wastewater

facilities, the connection between the Utility operator and the major owner of properties within the certificated service territory will cease to exist as it has in the past with the prior owner.

(c) Buyer has the financial resources to provide real and significant benefits to the Utility's customers as the capital and/or operational needs demand. The Buyer's unique position as being owned by members who own the great majority of the remaining unserved areas within the certificated service territory, places the owners in the unique position of being most interested in ensuring high quality water and wastewater service and providing funding as and when needed for that purpose.

The Utility does anticipate constructing additional improvements which will be primarily for the purpose of improving service to the existing customer base. As and when those needs do arise, the entity which controls the Utility has the financial resources to fund those needs and has committed to do so. Attached as **Exhibit "C"** is a copy of the financial statement of The Managing Member Sun Communities Operating Limited Partnership, showing that the entity that has a controlling interest in the Utility and in the remaining undeveloped property within the Utility's service area, has the financial strength to fund any capital needs for the

Utility in the foreseeable future. This Company has assets of over \$997 million at the end of 2001 and over \$475 million in equity.

14. Buyer will fulfill the commitments, obligations and representations of the Seller with regard to Utility matters.

15. The Utility has never been audited by the PSC for the purposes of establishing rate base. Because the assets of the Utility were acquired by the Buyer in a foreclosure sale, the Buyer has been unable to obtain any support documentation for the capital improvements and rate base as reported to the PSC annually by the prior owners. The Buyer has therefore undertaken to have an Original Cost Study prepared which forms the basis for the rate base which the Buyer contends should be established by the Commission as of December 31, 2002. That Original Cost Study is attached hereto as **Exhibit "D."**

During preparation of this filing for Transfer, the Buyer discovered that the Commission had approved service availability charges for this system by Commission Order No. 13677, issued on September 11, 1984. However, according to the Annual Reports submitted to the Florida Public Service Commission, these service availability charges had not been imposed or booked and were not reflected in any way on those reports submitted in the 18 intervening years. In order to conform to the Commission's Order,

the Buyer has calculated the appropriate level of CIAC which should have been collected and booked by the previous owner, in accordance with the specific terms of Order No. 13672, issued on September 11, 1984. The calculation of the appropriate CIAC and its effect on net rate base for the Utility is included within the Original Cost Study and specifically on Schedule 3 thereof.

16. There is no proposal at this time for inclusion of an acquisition adjustment resulting from the current Transfer. The amount of the purchase price which will be allocated to the Utility acquisition is the rate base as calculated by the Original Cost Study attached hereto as **Exhibit "D."**

17. The books and records of the Seller are unavailable for inspection by the Commission and have not been provided to the Buyer despite repeated attempts to obtain them. The Buyer has set up its own record keeping which will comply with all regulatory requirements from the date of acquisition forward.

18. Seller has not responded to Buyer in Buyer's attempts to obtain information and records to provide to the Florida Public Service Commission.

19. The Buyer has been unable to obtain the tax returns of the Seller, despite repeated attempts to do so.

20. After reasonable investigation, the Buyer has determined that the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("FDEP"). An evaluation of that system has been performed by a separate engineering firm. There are no outstanding Notices of Violation from the FDEP.

21. As part of the Transfer of the Utility assets, ownership of all utility land was transferred to the Buyer pursuant to the foreclosure. A copy of the Certificate of Sale dated November 26, 2001 and the Certificate of Title dated December 7, 2001, are included as part of **Exhibit "B"** hereof. These official court documents, including descriptions of all of the property acquired in foreclosure, include those on which the water and wastewater treatment facilities is located.

22. All outstanding regulatory assessment fees due by March 31, 2002 for the year ended December 31, 2001 have been paid by the Buyer. Buyer will be responsible for payment of all regulatory assessment fees applicable for the year 2002 and beyond.

23. Because of the change in the name of the Utility, the original and two copies of the water and wastewater tariffs

reflecting the change of ownership are attached hereto as a composite "E."

24. Attached hereto as **EXHIBIT "F"** are the Original Certificates issued in the Utility's Transfer case as a result of the issuance of Order No. PSC-00-0577-FOF-WS in Docket No. 990915-WS. The Utility hereby requests that the Commission issue new Certificates to the Buyer upon approval of this Transfer.

25. An Affidavit that the actual Notice of the Application was given to the each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed **Exhibit "G"**.

26. Attached hereto as **Exhibit "H"** is a copy of the Notice sent to each of the customers of the Utility. An Affidavit of that noticing along with the other mail noticing required by Rule 25-30.030, F.A.C. will be submitted as Late-Filed **Exhibit "I."** The legal description contained in the Notice should be approved as the territorial description of this Utility.

27. The water system has the capacity to serve between 501 and 2,000 water and wastewater ERCs. As such, pursuant to Rule 25-30.020(c), Florida Administrative Code, the appropriate filing fee totals \$3,000 (\$1,500 water and \$1,500 wastewater) and is enclosed herewith.

WHEREFORE, Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities hereby requests that the Florida Public Service Commission review this Application for Transfer and find that the facilities of the Certificates of Buttonwood Bay Water & Sewer Company, LLC in Highlands County and Certificates No. 431-W and 364-S be approved for Transfer to the Buyer herein.

Respectfully submitted on this
15th day of August, 2002, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

By: 

F. MARSHALL DETERDING

indian\transfer.app

This Instrument Prepared By and Return to:
Martin S. Friedman, Esq.
Rose, Sundstrom & Bentley, LLP
2548 Blirstone Pines Drive
Tallahassee, FL 32301

For Official Use Only

Rec. 145.00 ^{R-141.00} CF-4.00
Pr 3,675.00
Int 2,100.00
T. 5,920.00

MORTGAGE DOC STAMPS \$3,675.00
INTANGIBLE TAX \$2,100.00

D.C. MC

THIS IS A BALLON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$1,050,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE is made as of the 1st day of August, 2000, between:

MORTGAGOR/BORROWER: SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP,
an Arizona limited partnership and
MARC S. CANEVA, Individually
10607 North Hayden Road
Suite F-106
Scottsdale, Arizona 85260

and

MORTGAGEE/LENDER: FIRST TRUST CORPORATION, a Colorado corporation,
as TRUSTEE FBO KENDALL V. AMEDURI ROTH IRA,
as to an undivided 15% interest,
FIRST TRUST CORPORATION, a Colorado corporation,
as TRUSTEE FBO ROBERT A. AMEDURI ROTH IRA,
as to an undivided 55% interest, and
DENNIS R. GAGNE and SUSAN E. GAGNE, husband and wife,
as joint tenants with rights of survivorship,
as to an undivided 30% interest,
c/o Kendall V. Ameduri
5654 E. Wilshire Drive
Scottsdale, Arizona 85257-1950

150 Second Avenue No. 17th Floor
St. Petersburg, FL 33701



WITNESSETH:

GRANTING CLAUSE

AMOUNT OF LIEN; "NOTE".

Mortgagor is justly indebted to Mortgagee in the sum of ONE MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$1,050,000.00) in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain promissory note (the "Note") given by Mortgagor to Mortgagee, bearing even date herewith with a term of twelve (12) months and a Maturity Date of August 1, 2001.

DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES".

That for divers good and valuable consideration, and to secure the payment of the Secured Indebtedness defined herein, including the indebtedness hereinabove set forth, the Mortgagor does grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee, its successors and assigns, Mortgagor's fee simple interest in the land and properties in Highlands County, Florida (the "Property"), more particularly described in Exhibit "A" attached hereto and made a part hereof, of which Mortgagor is now seized and possessed, together with all buildings and improvements now or hereafter situate upon said Property and all fixtures, equipment, and other personal property, both tangible and intangible, now or hereafter located in the buildings and improvements on said Property, excluding resident-owned mobile homes and recreational vehicles located thereon and the personal property of such residents, together with the following property and rights, all of which is hereafter referred to as the "Premises":

(a) All buildings, structures and other improvements now or hereafter located on, above or below the surface of the Property, excluding resident-owned mobile homes and recreational vehicles located thereon, or any part and parcel thereof.

(b) All right, title and interest of Mortgagor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said Property or under or above the same or any part or parcel thereof.

(c) All and singular the tenements, hereditaments, easements, gores of land, riparian and littoral rights, and appurtenances thereunto belonging or in any way appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof.

(d) All of Mortgagor's interest in machinery, apparatus, equipment, fittings, and fixtures, whether actually or constructively attached to said Property and including all trade, domestic and ornamental fixtures, excluding resident-owned mobile homes and recreational vehicles and their contents (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said Property or any part thereof and used power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water

heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof (Mortgagor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing).

(e) All goods (except consumer goods, all of which consumer goods are hereby specifically excluded from the term "goods" as used in this Agreement), and all parts, accessories, attachments, additions and replacements thereto, including but not limited to all furniture, furnishings, fixtures, leasehold improvements, inventory (including without limitation goods held for sale or lease or to be furnished under contracts of service, raw materials, work in process, and materials to be used or consumed in Mortgagor's business and all products thereof) and equipment, now owned or hereafter acquired by Mortgagor or used in Mortgagor's business, wheresoever such goods shall be located.

(f) All of the water, sanitary and storm sewer systems now or hereafter owned by the Mortgagor which are now or hereafter located by, over, and upon the Property hereinbefore described, or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances.

(g) All right, title and interest of Mortgagor in and to the land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the Property and in and to the appurtenances thereto.

(h) All paving for streets, roads, walkways or entrance ways now or hereafter owned by Mortgagor and which are now or hereafter located on the Property or serve the Property or any part or parcel thereof.

(i) The common elements appurtenant to any parcel, unit or lot which is all or part of the Property.

(j) Mortgagor's interest as lessor in and to all leases by and between Mortgagor and Tenants (the "Tenants") of the Property, or any part thereof, (the "Tenant Leases"), and in and to all Tenant Leases hereafter made and entered into by Mortgagor during the term of this Mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including, without limitation, all present and future cash or securities, security deposited thereunder to secure performance by the lessees of their obligations thereunder, regardless of how said cash or securities are to be held by Mortgagor pursuant to the terms of such leases, and advance rentals, reserving to Mortgagor its equity of redemption rights therein, provided and hereby intending that in case of foreclosure sale, the Mortgagor's interest in any such leases then in force shall, upon expiration of Mortgagor's right of redemption, pass to the purchaser at such sale as a part of the Property.

(k) All judgments, awards of damages and payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such judgment, award or payment and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such judgment, award or payment.

(l) All of the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this Mortgage, and all proceeds or sums payable for the loss of or damage to (i) any property encumbered hereby, subject to the limitations set forth in Section 1.7.2, or (ii) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Property.

(m) All of the right, title and interest of the Mortgagor in and to any trade names, names of businesses or fictitious names, licenses, including but not limited to occupational and liquor licenses, permits, site plans, development agreements, and governmental approvals, if any, now or hereafter used in conjunction with the development of the Property or operation of any business or endeavor located on the Property.

(n) All of Mortgagor's interest in all utility security deposits, impact fees and/or credits and tap fees and/or credits or bonds deposited in connection with the Property.

(o) All of Mortgagor's interest in and to any and all contracts or agreements for the sale of the Property, or any part thereof or any interest therein, whether now existing or arising hereafter.

TO HAVE AND TO HOLD the Premises unto Mortgagee, its successors and assigns forever, subject, however, to the terms and conditions of this Mortgage.

U.C.C. – SECURITY AGREEMENT.

IT IS AGREED that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to join with the Mortgagee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

EQUITY OF REDEMPTION.

CONDITIONED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, at the location for payment as set forth in the Note, or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest the principal sum as set forth in the Note with final maturity, if not sooner paid, as stated in said Note unless amended or extended according to the terms of the Note executed by Mortgagor and payable to the order of Mortgagee, as well as all future advances and all other sums, indebtedness, obligations and liabilities for which this instrument is security, and shall also fully perform all the covenants, conditions and terms of this Mortgage, and all other Loan Documents described herein or relating hereto, then this Mortgage, and all the properties, interests and rights hereby granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, terminate and be void; but shall otherwise remain in full force and effect.

ARTICLE 1.

PARTICULAR COVENANTS OF MORTGAGOR

Section 1.1. WARRANTIES.

Mortgagor warrants that it is indefeasibly seized with good, absolute, fee simple and marketable title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right and authority to mortgage and give a security interest in all the Premises; that the Premises are unencumbered and unrestricted except as may be herein expressly provided in Exhibit "B"; and that Mortgagor will forever warrant and defend the title to the Premises unto Mortgagee against the claims of all persons whomsoever. For purposes of the warranties made herein, record notice of any title defect shall not constitute notice to Mortgagee unless such encumbrance or restriction is set forth on Exhibit "B". Mortgagor affirmatively warrants that the public records show only those defects to its good, absolute and marketable title to the Premises as are shown on Exhibit "B" and recognizes that Mortgagee is acting in reliance upon this warranty. Any independent investigation by Mortgagee of any facts warranted above shall in no way diminish the reliance by Mortgagee upon the warranties made by Mortgagor herein.

Paragraph 1.1.7. above, shall hold Mortgagee harmless for those judgments or claims, and shall assume the burden and expense of defending all suits, administrative proceedings and negotiations of any description with any and all persons, political subdivisions or governmental agencies arising out of any of the occurrences set forth in Paragraph 1.1.7. , above.

Section 1.2. "SECURED INDEBTEDNESS".

This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind now or hereafter during the term hereof owing and to become due from the Mortgagor to the Mortgagee or to the holder of the Note, or to the assignees thereof, howsoever created, incurred, evidenced, acquired or arising, whether under Mortgagor's Note aforesaid, this Mortgage, Loan Agreement, or any other instruments, obligations, contracts, or agreements or dealings of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagee, or otherwise, as amended or modified or supplemented from time to time, and whether direct, indirect, primary, secondary, fixed or contingent, and any and all renewals, modifications or extensions of any or all of the foregoing. It is the intent hereof to secure payment of the aforesaid Note and obligations whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure the prompt and faithful performance of any other amount or amounts that may be added to the indebtedness evidenced by the Note under the terms of this instrument (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts advanced at the date hereof.

Section 1.3. FUTURE ADVANCES.

It is agreed that any additional sum or sums advanced by the then holder of the Note secured hereby to or for the benefit of Mortgagor, whether such advances are obligatory or are made at the option of Mortgagee, or otherwise, at any time within twenty (20) years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration, with interest thereon at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a note of the Mortgagor and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding and so secured at any one time shall not exceed the sum equal to two (2) times the principal sum of the Note, plus interest and disbursements made for the payment of taxes, levies or insurance on the property covered by this Mortgage with interest on such disbursements, and provided further that it is understood and agreed that this future advance provision shall not be construed to obligate the Mortgagee to make any such additional loans or advances. It is further agreed that any additional note or notes executed and delivered under this future advance provision shall be included in the word "Note" wherever it appears in the context of this Mortgage.

Section 1.4. PAYMENT.

Mortgagor shall punctually pay to Mortgagee the Secured Indebtedness with interest thereon as provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness, in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

Section 1.5. EXTENT OF PAYMENT OTHER THAN PRINCIPAL AND INTEREST.

1.5.1 Duty to Pay. Mortgagor shall pay, when due and payable:

1.5.1.1 all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby;

1.5.1.2 premiums on policies of fire and other hazard insurance covering the Premises, as required herein;

1.5.1.3 ground rents or other lease rentals; and

1.5.1.4 other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.

Mortgagor shall promptly deliver to Mortgagee receipts showing payment in full of all of the above items which are not paid from the escrow account hereafter established, if any.

1.5.2 Escrow account. At the sole discretion of Mortgagee, Mortgagor shall pay to Mortgagee, together with, and in addition to, the payments of principal and interest payable under the terms of the Secured Indebtedness, on the dates when any payment of either principal or interest must be made by the terms of the Secured Indebtedness, until said Secured Indebtedness is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay annual taxes and assessments which may be levied against, and insurance and rents related to, the Premises, so that Mortgagee will have sufficient funds on hand to pay same thirty (30) days before whichever of the following dates first occurs:

1.5.2.1 the date on which they become past due;

1.5.2.2 the date on which there is any discount lost; or

1.5.2.3 the date on which there is additional interest or penalty charged.

The money so received shall be held in a special escrow account properly designated that these funds are held for escrow, pending payment or application thereof as herein provided and interest shall not be payable in respect thereof. Any insufficiency of such account to pay such taxes, assessments, insurance or rents when due shall be paid by Mortgagor to Mortgagee on demand or as otherwise required under the Loan Documents.

1.5.3 Official Statement; Receipt; Advances as Secured Indebtedness; Credits. If an escrow is now or hereafter established hereunder (which right Mortgagee expressly reserves), Mortgagor shall furnish to Mortgagee, at least thirty (30) days before the date on which the same will become subject to any interest, delinquency charge, penalty, fine or cost, an official statement of the amount of any taxes, assessments, insurance premiums and rents next due, and shall, within ten (10) days thereafter, furnish to Mortgagee an official receipt showing payment of such charges, failing which, Mortgagee may pay such charges from the amount of the then unused credit therefor, and at its option, make advances therefor in excess of the then amount of credit for such charges. The excess amount advanced shall, at the option of Mortgagee, be immediately due and payable to Mortgagee and shall become part of the Secured Indebtedness and bear interest at the maximum contract rate of interest permitted by law, from date of advancement. Mortgagee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises, which is approved by Mortgagee, shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

Section 1.6. EFFECT OF CHANGE IN THE LAW CREATING MORTGAGEE RESPONSIBILITY FOR CERTAIN EXPENSES; ACCELERATED DUE DATE.

In the event of the enactment after this date of any law of the state or the municipality in which the Premises are located deducting from the value of the land for the purpose of taxation of any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagor's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum rate of interest allowed to be contracted for by applicable law, in the event no specific rate is applicable hereto, a rate of twenty-five percent (25%) per annum, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

Section 1.7. INSURANCE.

1.7.1 Types of Coverage; Loss Payee; Assignment; Application of Funds. Mortgagor shall keep the Premises insured for the benefit of Mortgagee as a named loss payee against loss or damage by fire, lightning, windstorm, hail, hurricane, flood, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke; and such other hazards, including business interruptions, insurance covering loss of rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Premises, as Mortgagee may from time to time require; all in amounts approved by Mortgagee not exceeding one hundred percent (100%) of the full insurable value; all insurance herein provided for shall be in form and with companies approved by Mortgagee; and, regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor shall assign and deliver to Mortgagee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Mortgagee, without contribution by Mortgagee, pursuant to New York Standard or other mortgagee clause satisfactory to Mortgagee. Mortgagor shall furnish to Mortgagee evidence of insurable value, upon request, at no cost to Mortgagee. Mortgagor shall give Mortgagee prompt notice of any loss covered by such insurance and Mortgagee shall have the right to join Mortgagor in adjusting any loss in excess of Five Thousand Dollars (\$5,000.00). The delivery of the insurance policies shall constitute an assignment, and Mortgagor hereby makes an assignment as further security, of all unearned premiums existing from time to time thereon.

1.7.2 Insurance Proceeds. In the event of any such loss or damage as therein described to the Premises, it is hereby understood, covenanted and agreed that the Mortgagee shall make the proceeds received under any such insurance policies as therein described available for the restoration of the improvements so damaged, subject to the following conditions: (i) that Mortgagor is not then in default beyond any periods permitted herein to cure under any of the terms, covenants and conditions hereof; (ii) that all then existing Tenant Leases affected in any way by such damage or destruction shall continue in full force and effect and rental and monthly cooperative payments will not be abated thereunder, provided, however, Mortgagee will accept payments made under any required business interruption insurance policy so long as said payments equal the abated rental and monthly cooperative payments and no tenant terminates its Tenant Lease; (iii) that Mortgagee shall first be given satisfactory proof that such improvements can be fully restored in accordance with plans and specifications approved by Mortgagee within 120 days from the date of the loss and that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (iv) that in the event such proceeds shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee funds which, together with the insurance proceeds, shall be sufficient to restore and rebuild the said Premises; (v) that in the event Mortgagor shall fail within the 120 day restoration period, subject to delays beyond its control, to restore or rebuild the said improvements, then Mortgagee, at its option, may restore or rebuild the said improvements, for or on behalf of the Mortgagor and

for such purpose may do all necessary acts; (vi) that the insurance proceeds together with any funds deposited by Mortgagor hereunder shall be held by Mortgagee and disbursed in accordance with Mortgagee's customary construction lending procedures including the requirement that if the cost of restoration is in excess of Twenty-Five Thousand Dollars (\$25,000.00) then Mortgagee will disburse to Mortgagor ninety percent (90%) of each verified draw request and the remaining ten percent (10%) retainage shall be funded upon completion and receipt by Mortgagee of a final contractor's affidavit and a certificate of completion by the architect; (vii) that waiver of the right of subrogation shall be obtained from any insurer under such policies of insurance who, at that time, claims that no liability exists as to the Mortgagor or the then owner or the assured under such policies; (viii) that the excess of said insurance proceeds above the amount necessary to complete such restoration shall be applied, at the option of the Mortgagee, as a credit upon any portion, as selected by Mortgagee, of the Secured Indebtedness; (ix) that the aggregate minimum monthly rental payable thereafter under all Tenant Leases, and the aggregate minimum monthly cooperative fee, if any, within the Premises together with the proceeds received from the business interruption insurance shall not be less than the sum of 1/12th of the annual taxes and assessments thereon, 1/12th of the annual premiums for insurance required hereunder, 1/12th of the annual maintenance paid by Mortgagor, and the monthly installments of principal and interest required to be repaid upon the indebtedness evidenced by the Note secured hereby, or otherwise, if less than such sum, then so much of the insurance proceeds shall first be applied upon the said indebtedness so that upon payment monthly of an amount equal to such aggregate monthly minimum rentals, when applied monthly to taxes and assessments and insurance proceeds, then to interest and the balance to principal, will completely satisfy and discharge at maturity the indebtedness secured hereby, in which latter event the monthly installments under said Note shall be reduced accordingly; (x) that if the cost of such restoration is in an amount in excess of Fifty Thousand Dollars (\$50,000.00) then the contractor who performs said work shall furnish a payment and performance bond acceptable to Mortgagee; (xi) the restoration must be in accordance with plans and specifications approved by the appropriate governmental agencies and Mortgagee; and (xii) Mortgagor must furnish Mortgagee with copies of all necessary licenses and permits for said restoration from the applicable government agencies prior to commencement of construction. If any of the said conditions are not or cannot be satisfied, then such insurance proceeds shall be applied by Mortgagee toward the payment of the Secured Indebtedness. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said Tenant Leases, nor obligated to take any action to restore the said improvements.

1.7.3 Public Liability Insurance. The Mortgagor shall at all times maintain public liability insurance insuring against all claims for personal or bodily injury, death or property damage occurring upon, in or about the Premises in amounts not less than ONE MILLION DOLLARS (\$1,000,000.00) single limit coverage. Such insurance coverage shall be in form and with companies approved by the Mortgagee. Mortgagor shall furnish to Mortgagee evidence that such insurance is in effect, upon request, at no cost to Mortgagee.

1.7.4 Flood Insurance. If required under the Federal Flood Insurance Program, flood insurance shall be maintained at all times within the minimum requirements and amounts required under said program for federally financed or assisted loans under the Flood Disaster Protection Act of 1973, as amended, unless it is not applicable or is specifically waived in writing by the Mortgagee.

1.7.5 Minimum Insurance Coverage. In the absence of written direction from Mortgagee, the insurance amount required herein shall not be less than such amount as may be required to prevent Mortgagor from becoming co-insurer under the terms of any applicable policy, or the amount of the Secured Indebtedness, whichever is greater.

1.7.6 Renewal. Not less than 30 days prior to the expiration date of each policy of insurance required of Mortgagor pursuant to this paragraph, and of each policy of insurance held as additional collateral to secure the repayment of the Secured Indebtedness, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee.

1.7.7 Foreclosure; Successor in Interest. In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor, including any right to unearned

premiums, in and to all policies of insurance assigned and delivered to Mortgagee, with respect to all property herein encumbered.

Section 1.8. MAINTENANCE; WASTE; REMOVAL; CONSTRUCTION; RESTRICTIONS.

Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises now or hereafter encumbered by this Mortgage which may be affected by any proceeding of the character referred to in Paragraph 1.12 herein or which may otherwise become damaged, destroyed, lost or unsuitable for use. In the event the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, Mortgagor shall immediately notify Mortgagee, in writing, of such damage or destruction. Mortgagor shall not cause or permit anything to be done which would or could increase the risk of fire or other hazard to the Premises, or any part thereof, or which would or could result in an increase in any insurance premiums payable with respect to the Premises, or which would or could result in the cancellation of any insurance policy carried with respect to the Premises. No part of the Premises, including, but not limited to, any building, structure, water system, sewer system, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter mortgaged, shall be removed, demolished or materially altered without the prior written consent of Mortgagee. No topsoil, sand, sod, loam, clay, gravel or any minerals, gas or oil shall be mined, stripped or removed from the Premises without the written consent of Mortgagee. However, this shall not prevent or restrict removal of any such material taken for excavations necessary to construct a basement, cellar or foundation footings for the erection of a building or buildings for which a building permit or permits has or have first been issued by the governmental authority having jurisdiction thereof; or for the construction of roadways constructed in accordance with plans approved by the governmental authorities having jurisdiction thereof; provided, nevertheless, that in the event the required removals become so extensive, as determined by Mortgagee, as to create profit by sale of the removed portion of the Premises, said sums shall inure to the benefit of the Mortgagee to be applied, as Mortgagee so directs, to the reduction of the Secured Indebtedness. Mortgagor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the Property herein mortgaged. Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof.

Section 1.9. INSPECTION.

Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Premises at all reasonable times, after prior written notice to Mortgagor, and access thereto shall be permitted for that purpose. Mortgagee agrees that it shall not interfere with the Tenants of the Premises.

Section 1.10. MORTGAGOR AS LESSOR.

Mortgagor shall faithfully perform the covenants of Mortgagor as lessor under any present and future Tenant Leases, affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said Tenant Leases, or which may diminish or impair their value, or the rents provided for therein, or the interest of Mortgagor or Mortgagee therein or thereunder. The term "rent" as used in this Mortgage shall include all impositions, assessments, occupancy charges and other charges and fees payable by Tenants of Mortgagor to Lender. Mortgagor agrees:

1.10.1 that said Tenant Leases shall remain in full force and effect irrespective, of any merger of the interest of the lessor and lessee thereunder;

1.10.2 that it will not transfer or convey the title to said Premises to any of the lessees, without the prior written approval of Mortgagee and without requiring such lessees, in writing, to assume and agree to pay

the debt secured thereby in accordance with the terms, covenants and conditions of the Note and this Mortgage;

1.10.3 that if the Tenant Leases provide for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the Mortgagor shall furnish business interruption insurance to the Mortgagee, the policies to be in the amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee;

1.10.4 not to collect any of the rent, income and profits arising or accruing under said Tenant Leases for more than two (2) months in advance of the time when the same become due under the terms thereof;

1.10.5 not to discount any future accruing rents, except in connection with "Lease up" incentives given in the ordinary course of business which do not jeopardize the viability of the Premises as an income producing recreational vehicle community or Borrower's ability to repay the Loan;

1.10.6 not to execute any other assignments of said Tenant Leases or any interest therein or any of the rents thereunder, except with respect to the first mortgagee;

1.10.7 to perform all of the Mortgagor's covenants and agreements as lessor under said tenant Leases and not to suffer or permit to occur any release of liability of the Tenants, or any rights of the Tenants to withhold payment of rent or other charges; and to give prompt notices to the Mortgagee of any notice of default on the part of Mortgagor with respect to said Tenant Leases received from the Tenants thereunder; and to furnish Mortgagee with complete copies of said notices;

1.10.8 if so requested by the Mortgagee, to enforce said Tenant Leases and all remedies available to the Mortgagor against the Tenants, in case of default under said Tenant Leases by the Tenants;

1.10.9 that none of the rights or remedies of the Mortgagee under this Mortgage shall be delayed or in any way prejudiced by assignment;

1.10.10 that notwithstanding any variation of the terms of this Mortgage or any extension of time for payment hereunder or any release of part or parts of the lands conveyed hereunder, the Tenant Leases and benefits thereby assigned shall continue as additional security in accordance with the terms hereof;

1.10.11 not to alter, modify or change the terms of any guarantees of any of said Tenant Leases or cancel or terminate such guarantees without the prior written consent of the Mortgagee;

1.10.12 except in the ordinary course of Mortgagor's business not to consent to any assignments of said Tenant Leases, or any subletting thereunder, without the prior written consent of the Mortgagee;

1.10.13 not to request, consent to, agree to or accept a subordination of said Tenant Leases to any mortgage or other encumbrance now or hereafter affecting the Premises, except for this Mortgage if requested by Mortgagee;

1.10.14 except in the ordinary course of Mortgagor's business not to exercise any right of election, whether specifically set forth in any such Tenant Leases or otherwise, which would in any way diminish the Tenant's liability or have the effect of shortening the stated term of the Tenant Lease;

1.10.15 not to sell, transfer, assign, or remove any personal property now or hereafter located on the above described Premises (excluding the personal property of the occupants of the Premises), unless such action results in substitution or replacement with similar items, owned by Mortgagor and not otherwise encumbered, of equal value, without the prior written consent of Mortgagee;

1.10.16 Mortgagor shall procure and deliver to Mortgagee at any time within thirty (30) days after notice and demand, estoppel letters or certificates from each Tenant in possession of the Premises, as required by, and in form and substance satisfactory to, Mortgagee and deliver to Mortgagee a recorded assignment of all of the lessor's interest in such Tenant Leases, in form and substance satisfactory to Mortgagee (in addition to the assignment and mortgage herein), and proof of due service of copy of such assignment on each Tenant, either personally or by prepaid certified mail, return receipt requested. All forms of Tenant Leases (and amendments thereto) for the Premises, or any part thereof, shall be submitted to the Mortgagee for approval for lending purposes prior to becoming binding upon the Mortgagor, unless this requirement is waived in writing by the Mortgagee;

1.10.17 THIS SECTION INTENTIONALLY OMITTED.

1.10.18 so long as Mortgagor is not in breach of any covenant of this Mortgage or the Note secured hereby, including, but not limited to, the covenants to pay when due any sums secured under this Mortgage, Lender hereby consents to the execution of Tenant Leases of rentable lots or units for any term from Mortgagor to a Tenant, provided said Tenant satisfies creditworthiness criteria established by the Lender from time to time. No consent is hereby given to any execution, surrender, termination or assignment of a Tenant Lease under terms that would waive or reduce the obligation of the Tenant under such Tenant Lease to pay any amounts due the Mortgagor in full when due or the obligation of the former Tenant to pay any unpaid portion of such amounts; and

1.10.19 that all Tenant Leases are subject to the rights of Mortgagor's Tenants, as tenants under Chapter 513, Florida Statutes.

Section 1.11. CORRECTION; MODIFICATIONS AND EXTENSIONS; DUTY TO PROVIDE ESTOPPEL LETTER PURSUANT TO ASSIGNMENT BY MORTGAGEE.

Mortgagor shall execute and deliver (and pay the costs of preparation and recording thereof) to Mortgagee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Mortgagee to all or any part of the Premises intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Mortgage and extensions or modifications thereof. Mortgagor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

Section 1.12. CONDEMNATION; EMINENT DOMAIN; AWARDS AFTER FORECLOSURE.

1.12.1 The Taking. Notwithstanding any taking of any or all of the Premises agreed to be mortgaged, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable legal fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Mortgagor, immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, of any proceedings for the taking of the Premises, or any part thereof, by condemnation or eminent domain, will notify Mortgagee of the

pendency of such proceedings. Mortgagee shall have the right to intervene and participate in any proceedings for and in connection with any taking referred to herein, and Mortgagor, from time to time, shall deliver to Mortgagee all instruments requested by Mortgagee to permit such participation; provided, however, that if such intervention shall not be permissible or permitted by the court having jurisdiction thereof, the Mortgagor shall, at its expense, consult with the Mortgagee, its attorneys and experts and make all reasonable efforts to cooperate with them in any defense of such proceedings. The Mortgagor shall not enter into any agreement for the taking of the Premises or any part thereof with any person or persons authorized to acquire the same by condemnation or eminent domain, unless the Mortgagee shall have consented thereto in writing.

1.12.2 Damages or Awards. Notwithstanding any provision herein to the contrary, in the event of any damage or taking as therein described by eminent domain of less than the entire mortgaged Premises, it is hereby understood, covenanted and agreed that Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of restoring so much of the improvements within the mortgaged Premises affected thereby, subject to the following conditions: (i) that Mortgagor is not then in default beyond any periods permitted herein to cure under any of the terms, covenants and conditions hereof; (ii) that all then existing Tenant Leases affected in any way by such damage or taking shall continue in full force and effect and rental payments and cooperative fees will not be abated thereunder, provided, however, Mortgagee will accept payments made under any required business interruption insurance policy so long as said payments equal the abated rental payments and cooperative fees, and no Tenant terminates its Tenant Lease; (iii) that Mortgagee shall first be given satisfactory proof that such improvements can be fully restored within 120 days from the date of the taking or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (iv) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee funds which, together with the award proceeds, shall be sufficient to restore and rebuild the said Premises; (v) that in the event Mortgagor shall fail within the 120 day restoration period, subject to delays beyond its control, to restore or rebuild the said improvements, then Mortgagee, at its option, may restore or rebuild the said improvements, for or on behalf of the Mortgagor and for such purpose may do all necessary acts; (vi) that the awards together with any funds deposited by Mortgagor hereunder shall be held by Mortgagee and disbursed in accordance with Mortgagee's customary construction lending procedures including the requirement that if the cost of restoration is in excess of Twenty-Five Thousand Dollars (\$25,000.00) then Mortgagee will disburse to Mortgagor ninety percent (90%) of each verified draw request and the remaining ten percent (10%) retainage shall be funded upon completion and receipt by Mortgagee of a final contractor's affidavit and a certificate of completion by the architect; (vii) that the excess of said award not necessary for completing such restoration shall be applied at the option of the Mortgagee as a credit upon any portion, as selected by Mortgagee, of the Secured Indebtedness; (viii) that the aggregate monthly rental payable thereafter under all leases within the mortgaged Premises together with the proceeds received from the business interruption insurance shall not be less than the sum of 1/12th of the annual ground rent, if any, 1/12th of the annual taxes and assessments and 1/12th of the annual premiums for insurance required hereunder, 1/12th of the annual maintenance paid by Mortgagor, and the monthly installments of principal and interest required to be repaid upon the indebtedness evidenced by the Note secured hereby, or otherwise if less than such sum, that so much of the award shall first be applied upon the indebtedness, so that upon payment monthly of an amount equal to such aggregate monthly minimum rentals, when applied monthly to pro rata ground rent, if any, taxes, assessments and insurance premiums, then to interest and the balance to principal will completely amortize the indebtedness at maturity, in which latter event the monthly installments under said Note shall be reduced accordingly; (ix) that if the cost of such restoration is in an amount in excess of Fifty Thousand Dollars (\$50,000.00) then the contractor who performs said work shall furnish a payment and performance bond acceptable to Mortgagee; (x) the restoration must be in accordance with plans and specifications approved by the appropriate governmental agencies and Mortgagee; and (xi) Mortgagor must furnish Mortgagee with copies of all necessary licenses and permits for said restoration from the appropriate government agencies prior to commencement of construction. If any of the said conditions are not or cannot be satisfied, then such award as provided herein shall be applied by Mortgagee toward payment of the Secured Indebtedness. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said leases of the said mortgaged Premises nor obligated to take any action to restore the said improvements.

Section 1.13. THIS SECTION INTENTIONALLY OMITTED.

Section 1.14. ADDITIONAL COLLATERAL.

Mortgagor hereby assigns to Mortgagee the following items, which are sometimes hereinafter collectively referred to as the "Additional Collateral": all licenses, permits, approvals, certificates and agreements with or from all boards, agencies and departments, governmental or otherwise, relating directly or indirectly to the ownership, use, operation and maintenance of the Premises, or the construction of any improvements on the Premises ("Improvements"), whether heretofore or hereafter issued or executed (collectively the "Licenses"), said boards, agencies, departments, governmental or otherwise, being hereinafter collectively referred to as the "Governmental Authorities"; all contracts, subcontracts, agreements, service agreements, warranties and purchase orders which have heretofore been or will hereafter be executed by or on behalf of Mortgagor, or which have been assigned to Mortgagor, in connection with the use, operation and maintenance of the Premises, or the construction of the Improvements (collectively the "Contracts"), and the parties with whom or to whom such Contracts have been or are given are hereinafter collectively referred to as the "Contractors"; and all leases, contracts and agreements which have heretofore been or will hereafter be executed by or on behalf of Mortgagor in connection with the lease or sale of any portion of the Premises (collectively the "Sales Agreements"), and the parties with whom or to whom the Sales Agreements have been or are given are hereinafter collectively referred to as the "Purchasers". Mortgagor hereby assigns, transfers and sets over unto Mortgagee all of Mortgagor's right, title and interest in and to the Additional Collateral and all of the rights and benefits therefrom as security for the payment of the Secured Indebtedness to include, without limitation, any and all future indebtedness of Mortgagor to Mortgagee secured by this Mortgage and any and all future advances of funds made pursuant hereto. Until the occurrence of an Event of Default hereunder and/or under agreement(s) that evidence any future advances of funds by Mortgagee ("Future Advance Agreements"), Mortgagor may retain, use and enjoy the benefits of the Additional Collateral. After the occurrence of an Event of Default, Mortgagee may enforce this assignment. The affidavit or written statement of an officer, agent or attorney of Mortgagee stating that there has been an Event of Default shall constitute conclusive evidence thereof, and any of the Governmental Authorities, Contractors or Purchasers or any other person is authorized and directed to rely thereon. Mortgagor agrees to faithfully observe and perform all of the obligations and agreements imposed upon Mortgagor under the terms of the documents evidencing the Additional Collateral. Mortgagee shall not be deemed in any manner to have assumed any of the obligations of the Mortgagor under the terms of the documents evidencing the Additional Collateral, nor shall Mortgagee be liable to Purchasers, Governmental Authorities or Contractors by reason of any default by any party under the Sales Agreements, Licenses or Contracts. Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all liability, loss or damage which Mortgagee may incur or which may be asserted against Mortgagee by reason of any claims or demands against it, based on its alleged assumption of Mortgagor's duties and obligations to perform and discharge the terms, covenants and agreements in the Sales Agreements, Licenses and Contracts. After the occurrence of an Event of Default, Mortgagee may elect to exercise any and all of Mortgagor's rights and remedies under the terms of the documents evidencing the Additional Collateral without any interference or objection from Mortgagor, and Mortgagor shall cooperate in causing the Contractors and Purchasers to comply with all the terms and conditions of the Contracts and Sales Agreements. To the extent permitted by law and the terms of the documents evidencing the Additional Collateral, Mortgagee may, with or without entry upon the Premises, at its option, take over and enjoy the benefits of the Licenses, exercise Mortgagor's rights under the terms of the documents evidencing the Additional Collateral, and perform all acts in the same manner and to the same extent as Mortgagor may do. In connection with the foregoing powers, and without limiting the same, Mortgagee may effect new Sales Agreements, Contracts and Licenses, cancel or surrender existing Sales Agreements, Contracts or Licenses, alter or amend the terms of and renew existing Sales Agreements, Contracts and Licenses, and make concessions to Purchasers, Governmental Authorities and Contractors. Mortgagor hereby releases any and all claims which it has or may have against Mortgagee arising out of such performance by Mortgagee. All of the foregoing powers herein granted to Mortgagee shall be liberally construed. Mortgagee need not expend its own funds in the exercise of such powers, but if it does, such amounts shall be considered as advances for and on behalf of Mortgagor secured by this Mortgage and also evidenced and secured by the Note and the

other Loan Documents given in connection herewith and also secured by any and all Future Advance Agreement(s) made pursuant to this Mortgage and any and all promissory note(s) executed and delivered in connection therewith. Any amounts so advanced shall bear interest at the then highest current rate prescribed in any Note or Note(s) executed and delivered in connection with any Future Advance Agreement made pursuant hereto. Mortgagor shall, upon request of Mortgagee, furnish Mortgagee a complete list of all Sales Agreements, Contracts and Licenses. Further, if requested, Mortgagor shall deliver to Mortgagee executed or certified copies of all Sales Agreements, Contracts, Licenses and other written agreements, correspondence and memoranda between Mortgagor (and its predecessors in title) and Purchasers, Contractors and Governmental Authorities, setting forth the contractual and other arrangements between them. Nothing herein contained shall be construed as making Mortgagee a mortgagee in possession, or as constituting a waiver or suspension by Mortgagee of its rights to enforce payment of the sums due Mortgagor under the terms hereof, the debts the repayment of which are secured by this Mortgage, the Note(s) hereby secured, or its rights under the terms of the other Loan Documents. Mortgagee is not an agent, partner or joint venturer of Mortgagor or of any of the Purchasers, Contractors or Governmental Authorities.

ARTICLE 2.

EVENTS OF DEFAULT AND REMEDIES

Section 2.1. EVENTS OF DEFAULT.

Mortgagor is hereby granted a five (5) day grace period as to the default described in Paragraph 2.1.1., below, (which shall not be in addition to any grace period set forth in the Note) and a thirty (30) day grace period following receipt of written notice to Mortgagor from Mortgagee specifying with particularity such event of nonmonetary default as to all other defaults described herein. The occurrence of any one of the following events, which shall not be cured within the applicable grace period described herein, shall constitute an "Event of Default"; time is of the essence herein:

2.1.1 Mortgagor fails to pay the Secured Indebtedness, or any part thereof as set forth in the Note secured hereby; or

2.1.2 Mortgagor fails to pay the periodic deposits for taxes, insurance reserves and other charges, as hereinbefore provided, or provided in the Loan Agreement of even date herewith, when and as the same shall become due and payable; or

2.1.3 Any warranty of Mortgagor herein contained, or contained in any instrument, document, transfer, conveyance, assignment or agreement given with respect to the Secured Indebtedness, or any other Loan Document proves untrue or misleading in any material respect; or

2.1.4 The Premises are subject to actual or threatened waste, or any part thereof is removed, demolished or materially altered so that the value of the Premises is diminished, except as provided for herein; or

2.1.5 Any federal or state tax lien or claim of lien for labor or material is filed of record against Mortgagor or the Premises and not removed by payment or bond within thirty (30) days from date of recording; or

2.1.6 Any claim of priority to this Mortgage by title, lien or otherwise is asserted in any legal, administrative or equitable proceeding; or

2.1.7 Mortgagor makes any assignment for the benefit of creditors, or any preferential payment or fraudulent transfer pursuant to applicable state law, the United States Bankruptcy Code, or other applicable law, or a receiver, liquidator or trustee of Mortgagor or of any of Mortgagor's property is appointed, or any petition for the bankruptcy, reorganization or arrangement of Mortgagor, pursuant to the United States Bankruptcy Code or similar statute, whether voluntary or involuntary, is filed, or Mortgagor is adjudicated a bankrupt or insolvent, or Mortgagor is liquidated or dissolved or its charter expires or is revoked; or

2.1.8 If any of the creditors of Mortgagor shall file a petition in bankruptcy against Mortgagor or for reorganization of Mortgagor pursuant to the United States Bankruptcy Code or any similar federal or state law; or

2.1.9 Mortgagor fails to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note, or in any other Loan Document given with respect to the Secured Indebtedness; or

2.1.10 Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any junior lien of any kind secured by any portion of the Premises; or

- 2.1.11 Mortgagor defaults in any other loan from Mortgagee to Mortgagor; or
- 2.1.12 A default occurs under the terms and conditions of any loan commitment letter issued by Mortgagee in favor of Mortgagor; or
- 2.1.13 Any additional financing secured in any way by the Premises, or any part thereof, or any interest therein, is obtained by Mortgagor without the prior written consent of the Mortgagee; or
- 2.1.14 Mortgagor encumbers, sells or otherwise disposes of the Premises, or any part thereof, or any interest therein, without the prior consent in writing of the Mortgagee; or
- 2.1.15 Mortgagor fails to comply with any state or federal securities or regulatory requirement, if applicable, to the construction, conversion, use or sale of the Premises, including but not limited to, any intrastate or interstate land sales disclosure requirements; or
- 2.1.16 In the event of any loss, damage, destruction or condemnation proceeding affecting all or any portion of the Premises which has been or may be submitted to cooperative ownership and the cooperative association elects not to rebuild or restore, without the prior written consent of the Mortgagee; or
- 2.1.17 Failure of the Mortgagor to give written notice to Mortgagee within thirty (30) days of the filing of any condemnation proceeding affecting all or any portion of the Premises; and/or the execution of any agreements, settlements or instruments in connection with such proceeding without the prior written consent of the Mortgagee; or
- 2.1.18 If the financial condition or credit standing of the Mortgagor shall suffer such a material adverse change, in the sole opinion of the Mortgagee, so as to impair the ability to repay the Secured Indebtedness; or
- 2.1.19 In the event that Mortgagor has provided to Mortgagee as part of the application for the loan evidenced by the Note, an analysis of the cash flow estimated to be generated by the sale, rental or operation of the Premises ("Cash Flow Analysis"), and the actual cash flow generated by the sale, rental or operation of the Premises is, in Mortgagee's sole opinion, materially and adversely different from the projected cash flow from the sale, rental or operation of the Premises as estimated in the Cash Flow Analysis; or
- 2.1.20 Mortgagor files a notice of limitation of future advances under this Mortgage as provided in Florida Statutes 697.04(1) (b), without the prior written consent of Mortgagee.

Section 2.2. CROSS DEFAULT.

This Mortgage and all Loan Documents are cross-collateralized with the loan from Lender to Borrower encumbering the premises, now or hereafter made, and with that certain Promissory Note dated April 25, 2000 from TRAVEL RESORTS INTERNATIONAL, INC., an Arizona corporation ("Travel"), to FIRST TRUST CORPORATION, a Colorado corporation, as TRUSTEE FBO JAMES R. AMEDURI ROTH IRA ("James R. Ameduri"), in the original principal amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), and with that certain Promissory Note dated July 6, 2000 from VENTURE-IN, LLC, an Arizona limited liability company ("Venture") to FIRST TRUST CORPORATION, a Colorado corporation, as TRUSTEE FBO JAMES R. AMEDURI ROTH IRA, as to an undivided 70.00% interest, and FIRST TRUST CORPORATION, a Colorado corporation, as TRUSTEE FBO KENDALL V. AMEDURI ROTH IRA, as to an undivided 30.00% interest ("Ameduri/Ameduri"), in the original principal amount of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00), and with that certain Promissory Note dated July 6, 2000 from MAJESTIC OAKS, L.L.C., an Arizona limited liability company ("Majestic") to FIRST TRUST CORPORATION, a Colorado corporation, as TRUSTEE FBO KENDALL V. AMEDURI ROTH IRA ("Kendall V. Ameduri"), in the original principal amount of ONE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$1,275,000.00) and a default under any other loan or obligation owed by Borrower to Lender, Travel to James R. Ameduri, Venture

to Ameduri/Ameduri or Majestic to Kendall V. Ameduri (collectively, the "Travel, Venture or Majestic Loans") shall also constitute a default under this Loan and the Loan Documents, and shall entitle Lender to exercise any and all rights and remedies available to it hereunder as if the default had occurred hereunder, whether or not Borrower is actually in default on the obligations imposed under this Mortgage or the Loan Documents. Likewise, any default under this Mortgage or the Loan Documents shall constitute a default under any other loan or obligation of Borrower to Lender and under the Travel, Venture and Majestic Loans.

Section 2.3. DUE ON SALE.

Subject to the provisions of the Loan Agreement, if all or any part of the Premises or any interest therein, is sold or transferred by Mortgagor without the Mortgagee's prior written consent, the Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable. A "sale or transfer" shall be defined to include, without limitation:

- 2.3.1 conveyance by deed;
- 2.3.2 lease of the Premises in excess of two years, excluding tenant leases in the ordinary course of business of the Mortgagor;
- 2.3.3 a lease-option agreement in which the option period exceeds one year;
- 2.3.4 contract or agreement for deed;
- 2.3.5 transfer of control of the Mortgagor by sale or delivery of stock, agreement or otherwise;
- 2.3.6 transfer or assignment of any beneficial interests in a trust of a trustee mortgagor; or
- 2.3.7 assignment of any partnership interest or change in composition of a partnership mortgagor, including but not limited to transfer of control of any corporate general partner.

The Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, the Mortgagee and the person or entity to whom the Property is to be sold or transferred reach agreement in writing, that the credit of such person is satisfactory to the Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate and the assumption fee, if any, as the Mortgagee shall request. If the Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by the Mortgagee, the Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note. Without limiting the effect of the foregoing, this provision shall be construed, to the extent necessary to comply with statutory or case law of the applicable state, as an escalation clause authorizing the Mortgagee, in the event of any sale or transfer as defined herein, to increase the interest on the Note to a rate not to exceed the Mortgagee's then prevailing rate for similar loans.

Section 2.4. OPTIONS OF MORTGAGEE UPON EVENT OF DEFAULT.

Upon the occurrence of any Event of Default which is not cured within the applicable curative period, the Mortgagee may immediately do any one or more of the following:

- 2.4.1 Enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Mortgagor, receive or collect the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, but only with the consent of Mortgagor, which consent shall be conclusively presumed from Mortgagor's abandonment of the Premises, and any such abandonment or consent shall constitute an assignment to Mortgagee of Mortgagor's interests in any and all leases now or hereafter affecting the whole or any part of the Premises;

2.4.2 Pay any sums in any form or manner deemed expedient by Mortgagee to protect the security of this instrument or to cure any Event of Default other than the payment of interest or principal on the Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such bill, statement or estimate from such public officer or party in the hands of Mortgagee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the default rate of interest set forth in the Note secured hereby, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Mortgagee; and Mortgagee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

2.4.3 Declare the Secured Indebtedness, including without limitation all outstanding principal and accrued interest, as well as all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible in full at once;

2.4.4 Pursue any and all remedies available under the Uniform Commercial Code, as adopted by the state in which the Property is located or available under other applicable state law; it being hereby agreed that ten (10) days' notice as to the time, date and place of any proposed sale authorized under the terms of said Uniform Commercial Code shall be reasonable;

2.4.5 Surrender any or all of the insurance policies maintained pursuant hereto, and receive and apply the unearned premiums as a credit on the Secured Indebtedness, and, in connection therewith, Mortgagor hereby appoints Mortgagee as the agent and attorney-in-fact for Mortgagor to collect such premiums;

2.4.6 Intervene, without the consent of Mortgagor, in any pending lawsuit or other proceedings affecting the Premises as a proper party having an interest in the outcome of the lawsuit or proceedings;

2.4.7 In the event that Mortgagee has elected to accelerate the maturity of the Secured Indebtedness and has declared the Secured Indebtedness to be due and payable in full at once under the provisions of Section 2.4.3., above, or under any other provision of the Note, this Mortgage or any other Loan Document which gives Mortgagee the right to accelerate the maturity date of the Secured Indebtedness or any part thereof, then Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement or Loan Document, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and applicable state or federal law.

Section 2.5. APPOINTMENT OF RECEIVER.

2.5.1 Appointment. If at any time, in the discretion of Mortgagee, a receivership may be necessary to protect the Premises or the security of the Mortgagee, whether before or after maturity of the indebtedness hereby secured, or at the time of or after the institution of suit to collect such indebtedness or to enforce this Mortgage, Mortgagee shall, as a matter of strict right and regardless of the value of the security for the amounts due hereunder or secured hereby or of the solvency of any party bound for the payment of such indebtedness, have the right to the appointment, on ex parte application and without notice to Mortgagor, by any court having jurisdiction, of a receiver to take charge of, manage, preserve, protect and operate the Premises and any business or businesses located thereon, to collect the rents, issues, profits and income thereof, to make all necessary and needed repairs, to complete the construction of any improvements which have been undertaken but not completed, and to pay all taxes and assessments against the Premises and insurance premiums for

insurance thereon and after the payment of the expenses of the receivership, including reasonable attorney's fees to Mortgagee's attorney, and after compensation for management of the Property, to apply the net proceeds in reduction of the indebtedness hereby secured or in such manner as the court shall direct. All such expenses shall be secured by the lien of this Mortgage until paid.

2.5.2 Entry and Possession. The receiver or its agents shall be entitled to enter upon and take possession of any and all of the Premises, together with any and all businesses conducted and all business assets used therewith or thereon, or any part or parts thereof, and operate and conduct the business or businesses, or change marketing or management companies, or change any vendor of materials, or change any person or entity providing services, or complete construction of improvements, perform all duties of the Board of Directors and officers of the Mortgagor, including, but not limited to assessing Unit Owners, revising budgets, levying assessments, enforcing the collection of assessments, including increasing rents of the Tenants, and imposing liens for non-payment of assessments, to the same extent and in the same manner as Mortgagor might lawfully do. The receiver, personally or through its agents or attorneys, may exclude Mortgagor and its subsidiaries, agents, servants and employees wholly from the Premises, and have, hold, use, operate, manage and control the same and each and every part thereof, and in the name of Mortgagor, its subsidiaries, or agents, exercise all of their rights and powers and use all of the then existing items of security and collateral, materials, current supplies, stores and assets and, at the expense of the Premises, maintain, restore, complete construction, insure and keep insured the properties, equipment, and apparatus provided or required for use in connection with such business or businesses, and make all such necessary and proper repairs, renewals and replacements and all such useful alterations, additions, betterments and improvements as receiver may deem judicious.

2.5.3 Duration. Such receivership shall, at the option of Mortgagee, continue until full payment of all sums hereby secured, or until title to the Property shall have passed by foreclosure sale under this Mortgage.

Section 2.6. MORTGAGEE'S RIGHTS TO SUE.

Mortgagee shall have the right, from time to time after applicable notice and cure periods, to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all or any of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced. Any payments to or on account of Mortgagor for insurance, soil removal or eminent domain proceeds pursuant hereto shall not affect the lien of this Mortgage for repayment of the full amount secured hereby before such payment.

Section 2.7. MORTGAGEE'S RIGHTS SEPARATE, DISTINCT AND CUMULATIVE; ELECTION OF REMEDIES.

The rights of Mortgagee and its successors and assigns which are granted and arise under the clauses and covenants contained in this Mortgage or any other Loan Document, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity or by agreement, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages and preservation of security as provided at law. No act of Mortgagee or its successors or assigns shall be construed as an election to proceed under any one provision to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, or by agreement, anything herein or otherwise to the contrary notwithstanding.

ARTICLE 3.

MISCELLANEOUS

Section 3.1. WAIVER OF HOMESTEAD EXEMPTION AND OTHER POSSESSORY RIGHTS

Mortgagor hereby waives and renounces any and all homestead exemption rights and other possessory rights which may be granted to Mortgagor provided for by the constitution and Laws of the United States or the State of Florida in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof.

Section 3.2. PRIOR LIENS.

Mortgagor shall keep the Premises free from all prior liens, except for that certain Mortgage from LaSalle Bank National Association and, upon demand of Mortgagee, pay and procure release of any lien which in any way may impair the security of this Mortgage.

Section 3.3. NOTICE, DEMAND AND REQUEST.

All notices, requests and demands to or upon the Lender or the Borrower to be effective shall be in writing and shall be deemed to have been duly given or made (i) upon receipt when delivered by hand or overnight courier, next day delivery guaranteed or (ii) if given by mail, three (3) business days following the day when deposited in the mails by certified mail, return receipt requested, addressed as follows:

If to the Lender:

FIRST TRUST CORPORATION, a Colorado corporation,
as TRUSTEE FBO KENDALL V. AMEDURI ROTH IRA,
FIRST TRUST CORPORATION, a Colorado corporation,
as TRUSTEE FBO ROBERT A. AMEDURI ROTH IRA,
DENNIS R. GAGNE and SUSAN E. GAGNE
5654 E. Wilshire Drive,
Scottsdale, Arizona 85257-1950
Attention: Kendall V. Ameduri

and to counsel for Lender:

RUDEN, McCLOSKEY, SMITH, SCHUSTER, & RUSSELL, P.A.
Post Office Box 14034
St. Petersburg, Florida 33733
Attention: Lynn V. Cravey, Esq.

If to the Mortgagor:

SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP
10607 North Hayden Road
Suite F-106
Scottsdale, Arizona 85260
Attention: Marc S. Caneva

and to counsel for Mortgagor:

WARNER, ANGLE, ROPER & HALLAM, PLC
3550 North Central Avenue, Suite 1500
Phoenix, AZ 85012
Attention: Jack D. Klausner, Esq.

The Lender and the Mortgagor may change their addresses for notices by notice in the manner provided in this Section.

Section 3.4. MODIFICATION OR WAIVER.

Any indulgence or departure at any time by the Mortgagor, its successors or assigns from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Mortgagor. No act of omission or commission of Mortgagee, including, without limitation, any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver, release or modification of the same, such waiver, release or modification to be effected only through a written document executed by Mortgagee and then only to the extent specifically recited therein.

Section 3.5. MORTGAGOR'S DUTY TO DEFEND.

Mortgagor will defend, at its own cost and expense, and indemnify and hold Mortgagee harmless from any action, proceeding or claim affecting the Premises, the Secured Indebtedness or any Loan Document. Costs and expenses will include all reasonable attorneys' fees. If Mortgagor neglects or refuses to act pursuant to this paragraph, Mortgagee, at its option, (whether electing to declare the entire Secured Indebtedness due and collectible or not, or to pursue other remedies for an Event of Default) may pay for all reasonable attorneys' fees, costs and expenses incurred in any such action. All such payments, bearing interest thereon from the time of payment at the maximum contract rate of interest permitted by law, shall be deemed a part of the Secured Indebtedness and shall be immediately due and payable by Mortgagor to Mortgagee.

Section 3.6. MORTGAGEE'S RIGHTS AT ANY TIME, WITH OR WITHOUT CONSENT.

Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Secured Indebtedness, and without notice or consent:

3.6.1 release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;

3.6.2 make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

3.6.3 exercise or refrain from exercising or waiving any right Mortgagee may have;

3.6.4 accept additional security of any kind; and

3.6.5 release or otherwise deal with any property, real or personal, securing the repayment of the Secured Indebtedness, including all or any part of the Property mortgaged hereby.

Section 3.7. MORTGAGEE'S SUBROGATION RIGHTS.

To the extent of the Secured Indebtedness of Mortgagor to Mortgagee, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance now or hereafter on the lands described herein in Exhibit "A", attached hereto and made a part hereof, which is paid and/or satisfied in whole or in part out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by Mortgagee herein as security for the repayment of the Secured Indebtedness to Mortgagee, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

Section 3.8. AGREEMENTS STIPULATING AMOUNT DISBURSED.

Mortgagor agrees that if and as requested by the Mortgagee, it will enter into and record in the public records of the county where the Premises is located, agreements stipulating the amount which has been disbursed to Mortgagor by Mortgagee, that the sum so disbursed is evidenced by the Note secured hereby, and the date to which interest under the Note has been paid.

Section 3.9. COMPLIANCE WITH LAW.

The Mortgagor warrants and represents that the Mortgagor has complied, and shall hereafter comply, with all valid laws, rules, ordinances and regulations of the federal, state and local government, and all agencies and subdivisions thereof, which laws, rules, ordinances and regulations apply or relate to the Premises, the development, construction and improvements existing or contemplated thereon or as a part thereof, and the sale or other disposition of the Premises, or parts thereof, or the improvements now or hereafter located thereon or a part thereof, including but not limited to all such laws, rules, ordinances, and regulations regarding land use, zoning, building, subdivision, environment, Occupational Safety and Health Administration, pollution and sales practices.

Section 3.10. MEANING OF WORDS.

3.10.1 The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents), trusts and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them. The pronouns used herein shall include, when appropriate, either gender and both singular and plural.

3.10.2 The word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

3.10.3 The words "Loan Document(s)" shall mean any document or instrument submitted by or for the Mortgagor in connection with this Mortgage, including, but not limited to: Note, Mortgage, Loan Agreement, Guaranty, Assignment of Rents, Leases, Profits and Contracts, Assignment of Borrower's Interest in Contract Documents, Collateral Assignment of Permits and Approvals, Indemnity Agreement, Environmental Compliance and Indemnity Agreement, Security Agreement, Financing Statement, Owner's Affidavits, Title Insurance Binder or Policy, Survey, Site Plan, insurance policies, Opinion of Counsel, letters from any Governmental Authority or provider of utilities or architect or engineer or other consultant, Loan Commitment.

3.10.4 THIS SECTION INTENTIONALLY OMITTED.

3.10.5 The words "Tenant" shall mean tenants under written or oral leases made by either Mortgagor or its predecessor in title.

3.10.6 THIS SECTION INTENTIONALLY OMITTED.

Section 3.11. SEVERABILITY.

If any provision of this Mortgage or any other Loan Document or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

Section 3.12. GOVERNING LAW.

This Mortgage is executed and delivered in, and its terms and provisions are to be governed by, the laws of the State of Florida and the United States of America where applicable. No sum charged or collected as interest or in the nature of interest with respect to any sum the repayment of which is secured by the lien of this Mortgage shall exceed the maximum amount allowed to be contracted for by applicable law, as changed from time to time ("Maximum Amount"). Any payment of interest or in the nature of interest in excess of the Maximum Amount shall be applied or disbursed as provided in the Note in regard to such amounts which are paid by the Mortgagor or received by the Mortgagee.

Section 3.13. MARSHALING AND OTHER MATTERS.

Mortgagor hereby waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and of behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law.

Section 3.14. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience in reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagee.

Section 3.15. CONSTRUCTION.

Neither this Mortgage, nor any other Loan Document, shall be construed more strongly against any party regardless of who was more responsible for its preparation.

Section 3.16. ATTORNEY'S FEES.

In connection with any litigation arising out of this Mortgage, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, including without limitation, trial, appellate, arbitration, declaratory and bankruptcy proceedings. As used herein, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial proceedings, appeals and all other proceedings, whether by attorneys, paralegals, legal assistants, or others working under the direct supervision of a licensed attorney.

Section 3.17. TIME OF ESSENCE.

Mortgagor agrees that where, by the terms of any Loan Document, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

Section 3.18. LOAN AGREEMENT.

Mortgagor agrees to comply with the covenants and conditions of the Loan Agreement, if any, which is hereby incorporated by reference in and made a part of this Mortgage. All advances made by Lender pursuant to the Loan Agreement shall be indebtedness of Mortgagor secured by this Mortgage, and such advances may be obligatory as provided in the Loan Agreement. All sums disbursed by Lender to protect the security of this Mortgage up to the principal amount of the Note shall be treated as disbursement pursuant to the Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law and shall be payable upon notice from Lender to Mortgagor requesting payment therefor.

From time to time, as Lender deems necessary to protect Lender's interest, Mortgagor shall, upon request of Lender, execute and deliver to Lender, in such form as Lender shall direct, assignments of any and all rights or claims which relate to the Property and which Mortgagor may have against any party supplying or who has supplied labor, materials or services in connection with the Property. In case of breach by Mortgagor of the covenants and conditions of the Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Loan Agreement; (ii) may accelerate the sum secured by this Mortgage and invoke those remedies provided in section 2.4 hereof, or (iii) may do both. If, after the commence of amortization of the Note, the Note and this Mortgage are sold by Lender, from and after such sale, Mortgagor shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in connection with the Loan Agreement against the obligations of the Note and this Mortgage.

Section 3.19. FURTHER ASSURANCES.

At any time, and from time to time, upon request by Mortgagee, Mortgagor will make, execute and deliver or cause to be made, executed and delivered to Mortgagee, any and all further instruments, certificates and other documents, including, without limitation, UCC Financing Statements, as may, in the opinion of

Mortgagee, be necessary or desirable in order to effectuate, complete or perfect or to continue and preserve the obligation of Mortgagor under the Note and the lien of this Mortgage and Security Agreement. Upon any failure by Mortgagor so to do, Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of Mortgagor, and to the fullest extent permitted by applicable law, Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do.

Section 3.20. JURY TRIAL WAIVER.

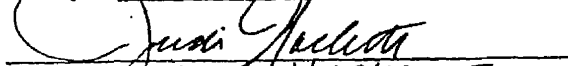
MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THIS MORTGAGE.


THIS IS A BALLON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$1,050,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

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

WITNESSES:


Print Name: JACK KLAUSNER


Print Name: JUDI HACKETT


Print Name: JACK KLAUSNER


Print Name: JUDI HACKETT

SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP, an Arizona limited partnership

By: CANEVA HOLDINGS, INC., an Arizona corporation, its general partner

BY: 
MARC S. CANEVA, President


MARC S. CANEVA, Individually

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by MARC S. CANEVA Individually and as President of CANEVA HOLDINGS, INC., an Arizona corporation, as General Partner of SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP, an Arizona limited partnership, on behalf of said entity. He is personally known to me and did not take an oath, this 28 day of July, 2000.

My Commission Expires:



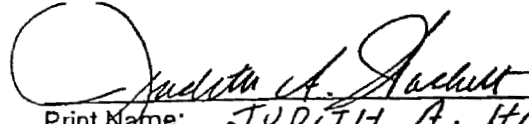

Print Name: JUDITH A. HACKETT
NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Southwest 1/4 of the Northwest 1/4 lying West of U. S. Highway No. 27, LESS the South 600.00 feet thereof, in Section 27, Township 35 South, Range 29 East, Highlands County, Florida.

-ALSO-

The South 600 feet of that portion of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 35 South, Range 29 East, lying West of U. S. Highway No. 27, Highlands County, Florida, as recorded in Official Records Book 745, page 899, of the public records of Highlands County, Florida.

-ALSO-

Government Lots 1 and 8, and Government Lot 9, LESS the South 450.00 feet thereof and that portion of Government Lots 2, 7 and 10, lying East of Jackson Creek right-of-way (as identified and found in Official Records Book 293, page 232 and Official Records Book 293, page 465, of the public records of Highlands County, Florida), all in Section 28, Township 35 South, Range 29 East, Highlands County, Florida, LESS Skipper Road right-of-way.

-ALSO-

That portion of the Upper Josephine-Jackson Creek Watershed Canal Easement that lies Easterly of the centerline of said Josephine-Jackson Creek Watershed Canal Easement in Government Lots 2, 7 and 10, Section 28, Township 35 South, Range 29 East, as recorded in Official Records Book 293, pages 232, 233 and 234, of the public records of Highlands County, Florida. NOW KNOWN AS BUTTONWOOD BAY PHASE I, as recorded in Plat Book 14, page 24, AND BUTTONWOOD BAY

PHASE II, as recorded in Plat Book 15, page 94 and BUTTONWOOD BAY PHASE III, as recorded in Plat Book 15, page 102 and BUTTONWOOD BAY PHASE IV, as recorded in Plat Book 15, page 104 and BUTTONWOOD BAY PHASE V, as recorded in Plat Book 15, page 107 and BUTTONWOOD BAY ME AND RV PARK UNRECORDED, Section 28, Township 35 South, Range 29 East, all of the public records of Highlands County, Florida.

LESS: Lot 43, Block 1, Lot 32, Block 1, Lot 39, Block 1, Lot 36, Block 1, Lot 38, Block 1, Lot 41, Block 1, Lot 35, Block 1, Lot 42, Block 1, Lot 37, Block 1, Lot 33, Block 1, Lot 8, Block 1, Lot 20, Block 3, Lot 34, Block 1, Lot 22, Block 4, Lot 23, Block 2, Lot 40, Block 1, Lot 19, Block 4, Lot 23, Block 4, Lot 25, Block 2, Lot 31, Block 1, BUTTONWOOD BAY PHASE I, according to plat thereof recorded in Plat Book 14, page 24, of the public records of Highlands County, Florida. ONE AND THE SAME AS: A portion of Sections 27 and 28, Township 35 South, Range 29 East, Highlands County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 28 also the Northwest corner of Section 27, both Sections are located in Township 35 South, Range 29 East, Highlands County, Florida; thence South 01° 09'49" West, along the line common to Sections 27 and 28, for 40.03 feet to the South right-of-way line of Skipper Road and the Point of Beginning; thence continue South 01° 09'49" West, along said common line of Sections 27 and 28, for 1284.71 feet to the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 27; thence North 88° 58'52" East, for 282.72 feet to the West right-of-way line of U. S. Highway No. 27; thence South 00° 42'58" West, along said West right-of-way line, for 1324.71 feet to the South line of said Southwest 1/4 of the

EXHIBIT "A" – CONTINUED
LEGAL DESCRIPTION

Northwest 1/4 of Section 27; thence South $89^{\circ} 02'43''$ West, along said South line of the Southwest 1/4 of the Northwest 1/4 of Section 27, for 293.06 feet to the common line between said Sections 27 and 28; thence South $01^{\circ} 13'48''$ West, along said common line between Sections 27 and 28, for 874.07 feet to a point lying 450.00 feet North of the South line of Government Lot 9 in said Section 28; thence South $89^{\circ} 49'54''$ West, 450.00 feet North of and parallel to the South line of said Government Lot 9, for 930 feet, more or less, to the shoreline of Lake Josephine; thence meandering said shoreline of Lake Josephine in a Northwesterly direction 875 feet, more or less, to the intersection of the centerline of the Upper Josephine-Jackson Creek Watershed Canal Easement recorded in Official Records Book 293, pages 234, 235 and 236, of the public records of Highlands County, Florida; (the next 4 calls are along the centerline of said Upper Josephine-Jackson Creek Watershed Canal Easement); thence North $03^{\circ} 38'47''$ East, for 1285 feet, more or less, to a point to Station 22+00 as noted in said Official Records Book 293, page 234; thence North $01^{\circ} 21'13''$ West, 851.05 feet to the point of curvature of a curve to the left; thence along said curve, concave to the West having a radius of 573.69 feet, a central angle of $43^{\circ} 28'40''$, chord bearing of North $23^{\circ} 05'33''$ West, and chord length of 424.97 feet along the arc for 435.34 feet to the point of tangency; thence North $44^{\circ} 49'53''$ West, for 741.44 feet to the South right-of-way line of Skipper Road; thence North $89^{\circ} 00'47''$ East, along said South right-of-way line, for 2364.46 feet to the Point of Beginning.

LESS: Lot 43, Block 1, Lot 32, Block 1, Lot 39, Block 1, Lot 36, Block 1, Lot 38, Block 1, Lot 41, Block 1, Lot 35, Block 1, Lot 42, Block 1, Lot 37, Block 1, Lot 33, Block 1, Lot 8, Block 1, Lot 20, Block 3, Lot 34, Block 1, Lot 22, Block 4, Lot 23, Block 2, Lot 40, Block 1, Lot 19, Block 4, Lot 23, Block 4, Lot 25, Block 2, Lot 31, Block 1, BUTTONWOOD BAY PHASE I, according to plat thereof recorded in Plat Book 14, page 24, of the public records of Highlands County, Florida.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. The lien of the Taxes for the year 2000, and all subsequent years, which are not yet due and payable.
2. Terms, covenants, conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s).
3. Mortgage from Sun Life Trailer Resort Limited Partnership, an Arizona limited partnership, to Bloomfield Acceptance Company, L.L.C., dated June 16, 1999, recorded June 23, 1999, in Official Records Book 1459, page 917, assigned to LaSalle Bank National Association, by Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement, filed June 23, 1999, in Official Records Book 1459, page 982, of the public records of Highlands County, Florida.
4. An Easement to Glades Electric Corporation recorded in Official Records Book 1228, page 216 and Agreement for Use of Common Facilities and for Garbage Service recorded in Official Records Book 1445, page 1451, of the public records of Highlands County, Florida.
5. Agreements for Use of Common Facilities and for Garbage Service recorded in Official Records Book 1103, page 1786; Official Records Book 1104, page 1225; Official Records Book 1105, page 1080; Official Records Book 1105, page 1082; Official Records Book 1105, page 1845; Official Records Book 1105, page 1851; Official Records Book 1106, page 86; Official Records Book 1106, page 560; Official Records Book 1106, page 1512; Official Records Book 1109, page 637; Official Records Book 1175, page 447; Official Records Book 1199, page 1118 and Official Records Book 1242, page 1784, of the public records of Highlands County, Florida.
6. Agreement between the Soil Conservation Service of the U. S. Department of Agriculture, and Highlands County Board of County Commissioners, for the construction, operation and maintenance of the Lake Josephine-Jackson Canal, recorded in Official Records Book 1200, page 1053, and re-recorded in Official Records Book 1202, page 53, of the public records of Highlands County, Florida.
7. Permanent Easement to the Board of County Commissioners of Highlands County, Florida, granting ingress and egress for the construction and maintenance of Upper Josephine-Jackson Creek Channel, as recorded in Official Records Book 293, page 465, of the public records of Highlands County, Florida.
8. **BUTTONWOOD BAY PHASE I**, as recorded in Plat Book 14, page 24, a 7.5 foot drainage and utility easement reserved on the back, and a 5 foot drainage and utility easement reserved on the front and sides of all mobile home subdivision lots.

BUTTONWOOD BAY PHASE II, as recorded in Plat Book 15, page 94, a 5 foot utility easement is reserved along the front lot lines, a 10 foot (total) utility easement is reserved on all side lot lines (5 feet on each side of the lot lines.) Along the rear lot lines to tracts are 15 foot (total) utility easement is reserved (7.5 foot on each side). A 15 foot drainage easement is reserved along the South side of Lot 2, Block 9, and a 15 foot (total) drainage easement is reserved (7.5 feet on each side) of Lots 16 and 17, Block 9.

BUTTONWOOD BAY PHASE III, as recorded in Plat Book 15, page 102, a 5 foot utility easement is reserved along the front lot lines, a 10 foot (total) utility easement is reserved on all side lot lines (5 feet on each side lot lines). Along the rear lot lines to tracts are 15 foot (total) utility easement is reserved (7.5 feet on each side.)

BUTTONWOOD BAY PHASE IV, as recorded in Plat Book 15, page 104, a 5 foot utility easement is reserved along the front lot lines, a 10 foot (total) utility easement is reserved on all side lot lines (5 feet

on each side lot lines). Along the rear lot lines to tracts are 15 foot (total) utility easement is reserved 7.5 feet on each side.)

BUTTONWOOD BAY PHASE V, as recorded in Plat Book 15, page 107, a 5 foot utility easement is reserved along the front lot lines, a 10 foot (total) utility easement is reserved on all side lot lines (5 feet on each side of lot lines). Along the rear lot lines to tracts are 15 foot (total) utility easement is reserved (7.5 feet on each side).

9. Drainage Easement to the Board of County Commissioners of Highlands County, Florida recorded in Official Records Book 809, page 489, of the public records of Highlands County, Florida.
10. Covenants, conditions and restrictions recorded in Official Records Book 906, page 304, as amended by that Amended, Restated Declaration of Restrictions recorded June 23, 1999, in Official Records Book 1459, page 984, of the public records of Highlands County, Florida.
11. Subject to the rights of tenants under unrecorded leases, as tenants only.
12. Assignment of Leases and Rents executed by Sun Life Trailer Resort Limited Partnership, an Arizona limited partnership, to Bloomfield Acceptance Company, L.L.C., dated June 16, 1999, recorded June 23, 1999, in Official Records Book 1459, page 955, assigned to LaSalle Bank National Association, by Assignment of Leases and Rents, filed June 23, 1999, in Official Records Book 1459, page 983, of the public records of Highlands County, Florida.
13. UCC-1 Financing Statement by and between Sun Life Trailer Resort Limited Partnership, as "Debtor", and Bloomfield Acceptance Company, L.L.C., as "Secured Party", filed on June 23, 1999, in Official Records Book 1459, page 969, of the public records of Highlands County, Florida.
14. Rights of the Mobile Homeowners Association to purchase the land described in Schedule A and of anyone claiming by, through or under them, as shown by the Notice of Mobile Homeowners Association Right to Purchase recorded March 6, 2000, in Official Records Book 1489, page 1601, of the public records of Highlands County, Florida.

FILE # 1069093 ROD: Aug 03 2000 @ 01:31PM
L. E. "Luke" Brooker, Clerk, Highlands County

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR HIGHLANDS COUNTY, FLORIDA
CIRCUIT CIVIL CASE NO. GC-01-370

FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO Kendall V. Ameduri Roth IRA, as to an undivided 15% interest, and FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO James R. Ameduri Roth IRA, as to an undivided 85% interest; FIRST TRUST CORP., a Colorado corporation, as Trustee for the benefit of James R. Ameduri, Roth IRA, as to an undivided 70% interest, and as Trustee for the benefit of Kendall V. Ameduri, Roth IRA, as to an undivided 30% interest as assigned to FIRST TRUST CORP., a Colorado corporation, as Trustee for the benefit of Maisie Young, IRA, as to an undivided 25.5556% interest; and FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO Kendall V. Ameduri Roth IRA,

Plaintiffs,

vs.

SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP, an Arizona limited partnership; BUTTONWOOD BAY WATER & SEWER COMPANY, LLC, successor by merger to Buttonwood Bay Utilities, Inc., a Florida limited liability company, and MARC S. CANEVA,

Defendants.

SUMMARY JUDGMENT AS TO COUNTS II AND III

THIS CAUSE came on to be heard on November 5, 2001, upon the Motion for Partial Summary Judgment and for Award of Attorneys' Fees and Costs (the "Motion for Summary Judgment") filed herein by Plaintiffs, FIRST TRUST CORPORATION, a Colorado corporation, as



Trustee FBO Kendall V. Ameduri Roth IRA, as to an undivided 15% interest, and FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO James R. Ameduri Roth IRA, as to an undivided 85% interest; FIRST TRUST CORPORATION, a Colorado corporation, as Trustee for the benefit of James R. Ameduri, Roth IRA, as to an undivided 70% interest, and as Trustee for the benefit of Kendall V. Ameduri, Roth IRA, as to an undivided 30% interest as assigned to FIRST TRUST CORPORATION, a Colorado corporation, as Trustee for the benefit of Maisie Young, IRA, as to an undivided 25.5556% interest; and FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO Kendall V. Ameduri Roth IRA (collectively, "Plaintiffs"). The Court reviewed the pleadings herein, including Plaintiffs' Complaint, the Affidavit in Support of Motion for Summary Judgment of James R. Ameduri, the Affidavits of Attorney's Fees and Costs submitted by Tim Thomason, Esquire, Michael V. Mulchay, Esquire, and Lynn V. Cravey, Esquire, as counsel for Plaintiffs, and the Affidavits as to Attorney's Fees of David J. Sockol, Esquire, Mark M. Deatherage, and Stephen W. Myers, Esquire. After having heard argument of counsel and otherwise being fully advised in the premises, the Court finds as follows:

1. The Court has jurisdiction of this cause and the parties hereto.
2. The Plaintiffs' address is c/o James R. Ameduri, 5654 E. Wilshire Drive, Scottsdale, Arizona 85257.
3. There is no issue of material fact and Plaintiffs are entitled to entry of a Summary Judgment as to Count II (Action to Foreclose Mortgage on Real Property) and Count III (Action to Foreclose Security Interest in Personal Property) against Defendants, SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP, an Arizona limited partnership and BUTTONWOOD BAY WATER & SEWER COMPANY, LLC, successor by merger to Buttonwood Bay Utilities, Inc., a Florida limited liability company, as a matter of law.

(602) 916 5338
 9/15 (2009)

4. Counsel for Plaintiff have expended or reasonably anticipate they will expend the following time in representing Plaintiffs in this cause through the entry of the Summary Judgment of Foreclosure and attendance at the judicial sale to be scheduled pursuant hereto, all as more fully set forth below:

Fennemore Craig, a Professional Corporation:

| <u>Attorney/Paralegal</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> | |
|-----------------------------|--------------|-------------|---------------|-------------|
| Michael V. Mulchay, Esquire | 92.4 | \$ 260.00 | \$24,024.00 | |
| J. Barry Shelley, Esquire | 1.5 | 260.00 | 390.00 | |
| David Weatherwax, Esquire | 2.1 | 285.00 | 598.50 | |
| Bryan Albue, Esquire | .8 | 250.00 | 200.00 | |
| Jane E. Golberg, Paralegal | 1.2 | 100.00 | 120.00 | |
| Charlene Sarich, Paralegal | <u>0.5</u> | 115.00 | <u>57.50</u> | \$25,390.00 |
| | 98.5 | | | |

Costs:

| | | |
|--------------------------------|------------|--------|
| In House document reproduction | \$159.45 | |
| Telecopies | 61.50 | |
| Messenger services | 87.60 | |
| Long Distance | 10.91 | |
| Federal Express charges | 19.79 | |
| Postage | <u>.76</u> | 340.01 |

Mariscal, Weeks, McIntyre & Freidlander, P.A.:

| | | | | |
|------------------------------|-----|--------|-----------------|----------|
| Timothy J. Thomason, Esquire | 4.0 | 250.00 | <u>1,000.00</u> | 1,000.00 |
|------------------------------|-----|--------|-----------------|----------|

Ruden, McClosky, Smith, Schuster & Russell, P.A.:

| | | | | |
|----------------------------------|-------------|--------|-----------------|-----------|
| Lynn V. Cravey, Esquire | 145.1 | 185.00 | 26,843.50 | |
| Richard H. Malchon, Jr., Esquire | 21.0 | 245.00 | 5,145.00 | |
| L. Geoffrey Young, Esquire | .3 | 210.00 | 63.00 | |
| Rabian M. Brooks, Esquire | 4.5 | 150.00 | 675.00 | |
| Stephen M. Teplin, Esquire | 23.8 | 150.00 | 3,570.00 | |
| Patricia I. Lavigne, Paralegal | 23.5 | 85.00 | 1,997.50 | |
| Cathy C. Kalyvas, Paralegal | 2.1 | 115.00 | 241.50 | |
| Mary-Lou George, Paralegal | <u>17.9</u> | 110.00 | <u>1,969.00</u> | 40,504.50 |
| | 238.2 | | | |

Costs Incurred:

| | | |
|--|-----------------|----------|
| Filing Fee | 100.50 | |
| Service of Process Fees | 255.00 | |
| Deposition Costs | 904.25 | |
| Other (long distance, copy charges, Federal Express, postage, travel, courier, etc.) | <u>1,992.72</u> | 3,252.47 |

Costs Expected to be Incurred:

| | | |
|---------------------------|---------------|---------------|
| Updated Title Search/Exam | 200.00 | |
| Clerk, Judicial Sale | 40.00 | |
| Publication Costs | 200.00 | |
| Recording Fees | <u>100.00</u> | <u>540.00</u> |

Total Fees and Costs **\$ 71,026.98**

5. Both the hours expended and the hourly rates being charged by the law firms, as above set forth and in conjunction with representation of the Plaintiffs, are reasonable under the circumstances and under the criteria set forth in Florida Patient's Compensation Fund v. Lena Rowe, 472 So.2d 1145 (Fla. 1985).

It is thereupon ORDERED AND ADJUDGED that:

A. Plaintiffs' Motion for Summary Judgment be and the same is hereby granted.

B. Plaintiffs have and do recover against Defendant, SUN LIFE TRAILER

RESORT LIMITED PARTNERSHIP, an Arizona limited partnership the following sums:

Venture In Note:

| | | | |
|--|----|-----------------|---------------|
| Principal Balance | \$ | 500,000.00 | |
| Interest through Sept. 20, 2001 | | 91,573.84 | |
| Interest Sept. 21, 2001 to Nov. 6, 2001 (47 days @ \$256.94 Per Diem) | | 12,076.18 | |
| Late Fees | | <u>4,102.74</u> | \$ 607,752.76 |

Majestic Oaks Note:

| | | | |
|--|----|------------------|----------------|
| Principal Balance | \$ | 1,275,000.00 | |
| Interest through Sept. 20, 2001 | | 281,563.56 | |
| Interest Sept. 21, 2001 to Nov. 6, 2001 (47 days @ \$885.42 Per Diem) | | <u>41,614.74</u> | \$1,598,178.30 |

Buttonwood Bay Note:

| | | | |
|--|----|-----------------|-----------------------|
| Principal Balance | \$ | 1,050,000.00 | |
| Interest through Sept. 20, 2001 | | 231,876.06 | |
| Interest Sept. 21, 2001 to Nov. 6, 2001 (47 days @ \$729.17 Per Diem) | | 34,270.99 | |
| Non-Taxable Costs | | <u>2,031.75</u> | <u>\$1,318,178.80</u> |

| | | | |
|----------|--|--|----------------|
| Subtotal | | | \$3,524,109.86 |
|----------|--|--|----------------|

| | | | |
|----------------------|--|--|---------------------|
| Total Fees and Costs | | | \$ <u>71,026.98</u> |
|----------------------|--|--|---------------------|

| | | | |
|-------------------------------------|--|--|------------------------------|
| TOTAL AS OF DATE OF JUDGMENT | | | <u>\$3,595,136.84</u> |
|-------------------------------------|--|--|------------------------------|

which sum shall bear interest after the date of judgment at the legal rate and for which sum there is hereby declared to be a lien upon the real and personal property more particularly described on the attached Exhibits "A," "B" and "C" (collectively the "Property"). The lien of Plaintiffs is superior in dignity to any right, title or interest or claim of any Defendant, including BUTTONWOOD BAY WATER & SEWER COMPANY, LLC, successor by merger to Buttonwood Bay Utilities, Inc., a Florida limited liability company, in and to the aforesaid Property.

C. If the total sum due to Plaintiffs in this action as set forth in Paragraph B above, plus interest at the legal rate after day of Judgment, together with all costs incurred in these proceedings subsequent to the date of this Judgment, are not paid forthwith, the Clerk of the above-styled Court shall sell the Property described on the attached Exhibits "A," "B" and "C" attached hereto and

referenced herein on the 26th day of November, 2001. Said judicial sale is to take place at 11:00 a.m. or as soon thereafter as possible, to the highest bidder for cash at the main entrance of the Highlands County Courthouse, 403 South Commerce, Sebring, Florida 33870-3701, after having first been advertised in The New Sun, a newspaper circulated in Highlands County, once a week for two consecutive weeks, the second publication at least five days before the said judicial sale; provided, however, the Clerk shall not hold said judicial sale in the absence of the attendance by counsel for Plaintiffs or another authorized representative of Plaintiffs

D. Plaintiffs shall advance the cost of publishing the Notice of Sale together with the Clerk's fee of \$40.00 for making the judicial sale and all other subsequent costs of this action and shall be reimbursed by the Clerk out of the proceeds of the judicial sale if Plaintiffs are not the purchaser of the Property described on Exhibit "A," "B" and "C" attached hereto and referenced herein at the judicial sale.

E. Plaintiffs may be the bidder and purchaser of the Property described on Exhibits "A," "B" and "C" attached hereto and referenced herein at the judicial sale and, if Plaintiffs are the purchaser, the Clerk shall give said Plaintiffs a credit toward its bid for all or any portion of the sum declared to be a lien on the Property described on Exhibits "A," "B" and "C" attached hereto and referenced herein, which lien secures the sum due said Plaintiffs under this Judgment, plus post-judgment interest and costs, or such part of said sum as may be necessary to pay said Plaintiffs' bid in full.

F. In the event that Plaintiffs assign in writing all, or any, of the rights granted to said Plaintiffs in this Judgment, Plaintiffs' Assignee shall be entitled to fully and completely exercise any and all rights so assigned, including the right to credit bid on the Property at the judicial sale and to receive a Certificate of Title in the event that the Assignee is the successful bidder. The Clerk of this

Court is hereby ordered and directed to recognize such written assignment, and the rights granted by the Plaintiff to the Assignee therein, without further order of this Court.

G. Any bidder other than Plaintiffs or their Assignee, who is the successful purchaser of the Property described on Exhibits "A," "B" and "C" attached hereto and referenced herein at the judicial sale held pursuant to Paragraph C above, shall be required, in addition to the winning bid amount, to pay over to the Clerk all Clerk's fees and expenses incurred or assessed in conjunction with said judicial sale and the handling of any funds deposited in the registry of the Court plus all documentary stamps, if any, necessarily required to be affixed to any Certificate of Title issued in conjunction with said judicial sale.

H. After confirmation of the judicial sale whether by the Clerk filing the Certificate of Title or by the Order of the Court after ruling upon objections to said judicial sale, the Clerk shall make distributions of the proceeds of said judicial sale by paying:

(i) All expenses of the proceedings subsequent to the entry of this Judgment, including the costs of publishing the Notice of Sale and the Clerk's fee of \$40.00 for making the judicial sale, and such sums as by appropriate Court Order be found due and awarded to Plaintiffs subsequent to entry of this Order, unless Plaintiffs shall be the purchaser of the Property at the judicial sale.

(ii) Documentary stamps, if any, on Certificate of Title.

(iii) Plaintiffs' taxable costs.

(iv) Plaintiffs' attorneys' fees.

(v) Total sum due Plaintiffs less the aforesaid items paid, plus post-judgment interest at the rate prescribed in Paragraph B above from date of judgment to date of judicial sale.

I. The Clerk shall retain any amount remaining and deal with any proceeds remaining as provided for in paragraph J(1) below.

J. If the total amount realized from the judicial sale exceeds the total sums mentioned in the preceding paragraph, the Clerk shall disburse the surplus as this Court shall hereafter direct, and if the total amount so realized shall not be sufficient to pay all of said sums, the Clerk is first to pay those specified in the preceding paragraph, in the order therein set forth.

1. In the event that any surplus remains after payment of the sums provided for in paragraph H. above, any of the Defendants may allege and prove an interest subordinate to the lien of Plaintiff in the Property and may thereafter apply to this Court for participation in any such surplus and this Court specifically reserves jurisdiction for that purpose.

K. On filing the Certificate Of Title, Defendants, SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP, an Arizona limited partnership and BUTTONWOOD BAY WATER & SEWER COMPANY, LLC, successor by merger to Buttonwood Bay Utilities, Inc., a Florida limited liability company, and all persons claiming under or against said Defendants since the filing of the Notice Of Lis Pendens shall be foreclosed of all estate or claim in the Property and the purchaser at the judicial sale shall be let into possession of the Property; provided however, nothing contained in this paragraph shall act to extend the time for the exercise of the right of redemption by any Defendant as provided pursuant to Florida Statute § 45.0315 (1995).

L. Plaintiffs are entitled to pursue all other causes of actions against the remaining Defendants, and upon application to the Court, seek a deficiency judgment against the remaining Defendants in the event the proceeds realized from the public sale are not sufficient to pay the total indebtedness.

M. The Court hereby reserves jurisdiction to consider on appropriate Motion by Plaintiffs an award of additional advances which may be made by said Plaintiffs to the Receiver subsequent to the date of this judgment and in compliance with the Order Granting Plaintiffs' Renewed Motion for Appointment of a Receiver previously entered herein and to make any further orders pertaining to the Property, the Receivership of the Property and this cause in general as may be appropriate. Additionally, the entry of this Judgment shall not preclude Plaintiffs from seeking by subsequent Motion a judgment for damages against Defendants, BUTTONWOOD BAY WATER & SEWER COMPANY, LLC, MARK S. CANEVA or any other responsible party for any deficiency which may exist in the amount due said Plaintiffs subsequent to the judicial sale of the Property to the extent said Defendants or any other responsible party may be liable for said deficiency.

DONE AND ORDERED in Chambers, at Highland County, Florida, this
_____ day of November, 2001.

HONORABLE J. DAVID LANGFORD
CIRCUIT COURT JUDGE

Copies to:

Lynn V. Cravey, Esq.
Ruden, McClosky, Smith, Schuster & Russell, P.A.
P.O. Box 14034
St. Petersburg, FL 33733
Attorneys for Plaintiff

Richard S. Webb, IV, Esquire
and J. Allen Bobo, Esquire
Lutz, Webb, Bobo & Eastman
One Sarasota Tower
Two North Tamiami Trail, 5th Floor
Sarasota, Florida 34236
Attorneys for Defendants

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Southwest 1/4 of the Northwest 1/4 lying West of U. S. Highway No. 27, LESS the South 600.00 feet thereof, in Section 27, Township 35 South, Range 29 East, Highlands County, Florida.

-ALSO-

The South 600 feet of that portion of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 35 South, Range 29 East, lying West of U. S. Highway No. 27, Highlands County, Florida, as recorded in Official Records Book 745, page 899, of the public records of Highlands County, Florida.

-ALSO-

Government Lots 1 and 8, and Government Lot 9, LESS the South 450.00 feet thereof and that portion of Government Lots 2, 7 and 10, lying East of Jackson Creek right-of-way (as identified and found in Official Records Book 293, page 232 and Official Records Book 293, page 465, of the public records of Highlands County, Florida), all in Section 28, Township 35 South, Range 29 East, Highlands County, Florida, LESS Skipper Road right-of-way.

-ALSO-

That portion of the Upper Josephine-Jackson Creek Watershed Canal Easement that lies Easterly of the centerline of said Josephine-Jackson Creek Watershed Canal Easement in Government Lots 2, 7 and 10, Section 28, Township 35 South, Range 29 East, as recorded in Official Records Book 293, pages 232, 233 and 234, of the public records of Highlands County, Florida. NOW KNOWN AS BUTTONWOOD BAY PHASE I, as recorded in Plat Book 14, page 24, AND BUTTONWOOD BAY

PHASE II, as recorded in Plat Book 15, page 94 and BUTTONWOOD BAY PHASE III, as recorded in Plat Book 15, page 102 and BUTTONWOOD BAY PHASE IV, as recorded in Plat Book 15, page 104 and BUTTONWOOD BAY PHASE V, as recorded in Plat Book 15, page 107 and BUTTONWOOD BAY ME AND RV PARK UNRECORDED, Section 28, Township 35 South, Range 29 East, all of the public records of Highlands County, Florida.

LESS: Lot 43, Block 1, Lot 32, Block 1, Lot 39, Block 1, Lot 36, Block 1, Lot 38, Block 1, Lot 41, Block 1, Lot 35, Block 1, Lot 42, Block 1, Lot 37, Block 1, Lot 33, Block 1, Lot 8, Block 1, Lot 20, Block 3, Lot 34, Block 1, Lot 22, Block 4, Lot 23, Block 2, Lot 40, Block 1, Lot 19, Block 4, Lot 23, Block 4, Lot 25, Block 2, Lot 31, Block 1, BUTTONWOOD BAY PHASE I, according to plat thereof recorded in Plat Book 14, page 24, of the public records of Highlands County, Florida. ONE AND THE SAME AS: A portion of Sections 27 and 28, Township 35 South, Range 29 East, Highlands County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 28 also the Northwest corner of Section 27, both Sections are located in Township 35 South, Range 29 East, Highlands County, Florida; thence South $01^{\circ} 09'49''$ West, along the line common to Sections 27 and 28, for 40.03 feet to the South right-of-way line of Skipper Road and the Point of Beginning; thence continue South $01^{\circ} 09'49''$ West, along said common line of Sections 27 and 28, for 1284.71 feet to the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 27; thence North $88^{\circ} 58'52''$ East, for 282.72 feet to the West right-of-way line of U. S. Highway No. 27; thence South $00^{\circ} 42'58''$ West, along said West right-of-way line, for 1324.71 feet to the South line of said Southwest 1/4 of the

EXHIBIT "A" -- CONTINUED
LEGAL DESCRIPTION

Northwest 1/4 of Section 27; thence South 89° 02'43" West, along said South line of the Southwest 1/4 of the Northwest 1/4 of Section 27, for 293.06 feet to the common line between said Sections 27 and 28; thence South 01° 13'48" West, along said common line between Sections 27 and 28, for 874.07 feet to a point lying 450.00 feet North of the South line of Government Lot 9 in said Section 28; thence South 89° 49'54" West, 450.00 feet North of and parallel to the South line of said Government Lot 9, for 930 feet, more or less, to the shoreline of Lake Josephine; thence meandering said shoreline of Lake Josephine in a Northwesterly direction 875 feet, more or less, to the intersection of the centerline of the Upper Josephine-Jackson Creek Watershed Canal Easement recorded in Official Records Book 293, pages 234, 235 and 236, of the public records of Highlands County, Florida; (the next 4 calls are along the centerline of said Upper Josephine-Jackson Creek Watershed Canal Easement); thence North 03° 38'47" East, for 1285 feet, more or less, to a point to Station 22+00 as noted in said Official Records Book 293, page 234; thence North 01° 21'13" West, 851.05 feet to the point of curvature of a curve to the left; thence along said curve, concave to the West having a radius of 573.69 feet, a central angle of 43° 28'40", chord bearing of North 23° 05'33" West, and chord length of 424.97 feet along the arc for 435.34 feet to the point of tangency; thence North 44° 49'53" West, for 741.44 feet to the South right-of-way line of Skipper Road; thence North 89° 00'47" East, along said South right-of-way line, for 2364.46 feet to the Point of Beginning.

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Description of Collateral:

1. All rights, title, and interest of Debtor in and to the minerals, topsoil, muck, peat, humus, sand, common clay, flowers, shrubs, crops, trees, timber, and all other emblements now or hereafter on the real property described in Exhibit "A" attached to this Financing Statement (the "Real Property") or under or above the same or any part or parcel thereof.
2. All buildings, structures and other improvements now or hereafter located on, above, or below the surface of the Real Property or any part or parcel thereof, excluding resident-owned mobile homes located thereon.
3. All tenements, hereditaments, easements, riparian and littoral rights, and appurtenances belonging to or in any wise appertaining to the Real Property, whether now owned or hereafter acquired by Debtor, and including all rights of ingress and egress to and from property adjoining the Real Property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, homestead, dower, right of dower, elective share, separate estate, property, possession, claims and demands whatsoever of Debtor of, in and to the Real Property and of, in and to every part and parcel thereof.
4. All machinery, apparatus, equipment, fittings, and fixtures, whether actually or constructively attached to the Real Property, and including all trade, domestic, and ornamental fixtures and articles of personal property of every kind and nature whatsoever, excluding resident-owned mobile homes and their contents, now or hereafter located in, upon, or under the Real Property or any part thereof and used or usable in connection with any present or future operation of the Real Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof, appliances, air-cooling, and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens, storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the property and intended to be installed therein, including but not limited to lumber, plaster, cements, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures, and unattached refrigerating, cooking, heating and ventilating appliances and equipment, together with all proceeds, additions and accession to any of the foregoing and replacements of any of the foregoing.
5. All of the water, sanitary, and storm sewer systems now or hereafter owned by Debtor, which systems are now or hereafter located by, over, and upon the Real Property or any part and parcel thereof, and which water systems include all water mains, service laterals, hydrants, valves, and appurtenances, and which sewer systems include all sanitary sewer lines, including mains, laterals, manholes, and appurtenances.
6. All paving for streets, roads, walkways or entranceways now or hereafter owned by Debtor and which are now or hereafter located on the Real Property or any part or parcel thereof.
7. All of the Debtor's interest as lessor in and to all leases or rental arrangements of the Real Property or any

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part thereof, heretofore or hereafter made and entered into, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.

8. Any and all awards or payments, including interest thereon, and the right to receive such awards or payments, as a result of (a) the exercise of any right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of this collateral or of the Real Property.

9. All of the right, title, and interest of the Debtor in and to all unearned premiums under any and all insurance policies now or hereafter existing with respect to, and all proceeds or sums payable for the loss of or damage to (a) the Real Property, (b) this Collateral, or (c) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the foregoing.

10. All accounts, chattel paper, contract rights, instruments and general intangibles (including without limitation goodwill, trademarks, trade styles, trade names, phone numbers, patents, patent applications, tax refunds, deposit accounts, utility deposits, impact fees and/or credits, tap fees and/or credits), now owned or hereafter acquired by Debtor.

11. All goods (except consumer goods, all of which consumer goods are hereby specifically excluded from the term "goods" as used in this Agreement), and all parts, accessories, attachments, additions and replacements thereto, including but not limited to all furniture, furnishings, fixtures, leasehold improvements, inventory (including without limitation goods held for sale or lease or to be furnished under contracts of service, raw materials, work in process, and materials to be used or consumed in Debtor's business and all products thereof) and equipment, now owned or hereafter acquired by Debtor or used in Debtor's business, wherever such goods shall be located.

12. All mobile home lot rental agreements, whether oral or written, which encumber a specific lot in the existing rental mobile home/recreational vehicle park on the Real Property, together with all rents and profits due and owing from the aforesaid lot rental agreements from and after the date hereof.

13. All of Debtor's right, title and interest in and to the name BUTTWOOD BAY MOBILE HOME AND RV PARK

14. All of Debtor's right, title and interest in and to all permits, franchises, licenses, and governmental approvals owned, held or issued to Assignor, to the extent that such exist and are assignable.

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BUTTONWOOD BAY
EQUIPMENT AND PERSONAL PROPERTY INVENTORY

GOLF CARTS

- 2 Club car 4 passenger
- 1 Molex 4-passenger
- 2 golf cart chargers

OFFICE

- 5 desks
- 5 secretarial chairs
- 1 executive chair
- 4 4-drawer file cabinets
- 8 2-drawer file cabinets
- 1 typing stand and chair
- 1 Selectric II IBM typewriter
- 3 file racks
- 3 Motorola HT10 2-way radios
- 8 telephones
- 2 chair mats
- 1 round conference table & 3 chairs
- 2 rectangular conference tables
- 1 hexagonal conference table & 4 chairs
- 1 carpet runner
- 1 area rug
- 1 lunch
- 2 rolling storage cabinets
- 2 chairs wheelchairs
- Miscellaneous color samples for new homes
- 2 conference chairs (Carl's office)
- 1 seating bench
- 1 13" Magnavox color TV
- 1 Atari keyboard
- 1 Elondar tongue video modulator
- 1 Optimus FM receiver
- 1 wood wall-mounted cabinet
- 1 drinking fountain w/cup holder
- 1 artificial plant
- 1 live plant
- 1 Packard Bell monitor
- 1 Kenmore microwave oven
- 1 coffee maker

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- 1 GE refrigerator
- 1 Sharp SF 8500 copy machine w/stand
- 1 Intellifax 1270 Facsimile machine
- 1 US Bancard Nova credit card machine
- 1 computer monitor and keyboard
- 1 Panasonic KX P3200 dot matrix printer
- 1 RV regulated countertop combination
- 2 electric calculators
- 2 answering machines
- 1 card table
- 1 green trash can filled with various community blueprints
- 1 roll coaxial cable
- 3 trash cans
- Miscellaneous office supplies (computer paper, pens, pencils, paper clips, staples, scotch tape, etc.)
- Butterwood Bay letterhead and second sheets
- Various sizes Butterwood Bay imprinted business envelopes (standard and window)

LAUNDRY:

- 28 washing machines (Kenmore and GE)
- 1 large capacity washing machine
- 15 Huebner gas dryers
- 8 card tables
- 1 water fountain
- 1 employee counter w/chair
- 5 trash cans
- 20 padded folding chairs
- 15 laundry carts
- 1 Dayton oscillating floor fan

MAINTENANCE SHOP:

- 1 box blade
- Ford 53400 front/rear end loader
- 3 Club golf carts
- 2 Canyon Club car golf carts
- 3 golf cart chargers
- 1 Walker 20 hp lawn mower, Model MT, Serial #8522454
- 1 Walker 20 hp lawn mower, Serial #9314596
- 1 RH mowing deck
- 1 wooden cart
- 4 pallets 10-4-8 fertilizer
- 3 single-phase lift station pumps
- 1 55-gallon spray tank w/ pump, serial #820
- 2 large metal troughs
- 1 plastic trough
- 1 pipe miscellaneous pvc piping
- 1 SP50 Motorola 2-way radio
- 1 P100 Motorola radio
- 1 SP50 Motorola radio

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- 1 Solar 330 battery charger/engine starter
- 1 Speedair air tank
- 1 air hose
- 3 tool boxes with miscellaneous tools
- 1 Craftsman 8-drawer tool chest with miscellaneous tools
- 1 Arma time clock
- 1 high pressure sodium light fixture
- 1 Magic Chef refrigerator
- 5 cases a/c air filters
- 2 2" curb water valves
- 1 Coleman Powermate 4 hp 20-gal air compressor
- 1 desk
- 1 2-drawer file cabinet
- 100's of miscellaneous PVC pipe fittings
- 1 torch/welder
- 1 AC 225 amp welder
- 1 Generac 6000 CP pressure washer (2000 psi)
- 3 leaf blowers
- 1 Echo gasoline pole saw, SFS 2100, Serial #880600
- 1 Echo gasoline pole hedge trimmer, Serial #012352
- 1 Echo 24" gasoline hedge trimmer, Serial #132470
- 3 weed eaters
- 2 street edgers
- 1 Sny chain saw
- 3 gas push mowers (at post office building)
- 1 back pack sprayer
- 5 pump-up spray tanks
- 4 boxes fluorescent light bulbs
- 12 water meters
- 1/2 electric drill
- 1 charcoal filter face mask
- 1 8" bench grinder
- 1 6' x 8' Wally Wall shed w/ signs inside
- 1 hand grinder
- 2 250 gallon tanks & pumps (1 electric and 1 hand)
- 1 wheel barrow
- 1 1/2 hp Gould sewer pump
- Miscellaneous shovels, rakes, etc.

POOL HALL:

- 5 pool tables
- 7 padded folding chairs
- 1 ping pong table
- 2 fans
- 1 dart board
- 1 ladder
- 1 Hoover vacuum
- 1 ice machine

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REC HALL:

458 padded folding chairs
 1 60" RCA TV & wood cabinet
 1 Sharp VCR
 50 rectangular folding tables
 82 metal folding chairs
 1 Dayton floor fan
 5 card tables
 5 32 gallon trash cans
 4 bingo machines
 2 sound systems
 2 chair racks

REC DIRECTOR'S OFFICE

1 Computer, monitor, keyboard & HP ink jet printer
 2 2-drawer file cabinets
 1 desk
 1 secretarial chair
 1 typewriter

SMALL POOL AREA:

1 aluminum shed w/ miscellaneous pool supplies
 18 lounge chairs
 5 round tables
 15 chairs
 12 homemade benches
 87 picnic tables
 1 portable basketball hoop & ball
 40 shuffleboard benches
 1 aluminum shed for refreshment supplies
 1 aluminum shed for bocce ball
 1 aluminum shed for shuffleboard
 8 blue racks

BOAT RAMP AREA:

6 benches
 1 picnic table

POST OFFICE/PARK AREA:

1 bench
 1 trash can

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WATER PLANT:

1 Detroit Magna diesel Generator
1 sub-generator
Model 401 chlorine mask
1 fire extinguisher

COMMUNITY CENTER:

2 bike racks
8 rectangular conference tables
17 card tables
88 padded folding chairs
1 Pro forma tread mill
1 Sport Rider exercise machine
1 Schwinn Airdyne exercise bike
1 trampolene type exercise equipment
1 weight scale
1 fan

ARTS AND CRAFTS ROOM:

5 rectangular conference tables
35 metal folding chairs
6 cork boards
2 card tables
1 ice machine
2 racks for folding chairs
1 table rack
3 trash cans
Miscellaneous pool supplies in outside closet

LARGE POOL AREA:

20 lounge chairs
6 round tables
24 chairs

TENNIS COURT:

2 concrete benches
12 chairs
wind screens

EXHIBIT "C"

All rents, revenues, income and profits generated by or in conjunction with the operation of Buttonwood Bay Mobile Home and RV Park more fully described in Exhibits "A" and "B" hereto, currently in the possession of the Court appointed Receiver, Peter D. Bursik, after payment of all authorized expenditures incurred in conjunction with the receivership.

IN THE CIRCUIT COURT OF THE TENTH
JUDICIAL CIRCUIT IN AND FOR HIGHLANDS
COUNTY, FLORIDA

CIRCUIT CIVIL CASE NO. GC-01-370

FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO Kendall V. Ameduri Roth IRA, as to an undivided 15% interest, and FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO James R. Ameduri Roth IRA, as to an undivided 85% interest; FIRST TRUST CORP., a Colorado corporation, as Trustee for the benefit of James R. Ameduri Roth IRA, as to an undivided 70% interest, and as Trustee for the benefit of Kendall V. Ameduri, Roth IRA, as to an undivided 30% interest as assigned to FIRST TRUST CORP., a Colorado corporation, as Trustee for the benefit of Maisie Young, IRA, as to an undivided 25.5556% interest; and FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO Kendall V. Ameduri Roth IRA,

Plaintiffs,

vs.

SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP, an Arizona limited partnership; BUTTONWOOD BAY WATER & SEWER COMPANY, LLC, successor by merger to Buttonwood Bay Utilities, Inc., a Florida limited liability company, and MARC S. CANEVA,

Defendants. /

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LOWMEDES, DROSDICK
DOSTER, KANTOR
& REED, P.A.

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on November 26, 2001, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.


The following property in Highland County, Florida:

See Exhibits "A," "B" and "C" Attached Hereto

was sold to Sun Communities Acquisitions, LLC, a Michigan Limited liability company, whose address is 31700 Middlebelt Road, Suite 145, Farmington Hills, MI 48334.

WITNESS my hand and seal of the Court on this 27th day of December, 2001.

LUKE E. BROOKER
Clerk of the Circuit Court
Highlands County, Florida

By: 
Deputy Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Certificate of Title was furnished by U.S. Mail to **Lynn V. Cravey, Esquire**, Ruden, McClosky, Smith, Schuster & Russell, P.A., P.O. Box 14034, St. Petersburg, FL 33733; **Richard S. Webb, Esquire** and **J. Allen Bobo, Esquire**, Lutz, Webb, Bobo & Eastman, One Sarasota Tower, Two North Tamiami Trail, 5th Floor, Sarasota, FL 34236; **Lee D. Mackson, Esquire**, Shutts & Bowen LLP, 201 South Biscayne Boulevard, 1500 Miami Center, Miami, FL 33131; **Gary Soles, Esquire**, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 450 South Orange Avenue, Suite 800, Orlando, FL 32801; and **Peter D. Bursik**, 526 Central Avenue, Suite 200, St. Petersburg, FL 33701, this 27th day of December, 2001.



Deputy Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Southwest 1/4 of the Northwest 1/4 lying West of U. S. Highway No. 27, LESS the South 600.00 feet thereof, in Section 27, Township 35 South, Range 29 East, Highlands County, Florida.

-ALSO-

The South 600 feet of that portion of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 35 South, Range 29 East, lying West of U. S. Highway No. 27, Highlands County, Florida, as recorded in Official Records Book 745, page 899, of the public records of Highlands County, Florida.

-ALSO-

Government Lots 1 and 8, and Government Lot 9, LESS the South 450.00 feet thereof and that portion of Government Lots 2, 7 and 10, lying East of Jackson Creek right-of-way (as identified and found in Official Records Book 293, page 232 and Official Records Book 293, page 465, of the public records of Highlands County, Florida), all in Section 28, Township 35 South, Range 29 East, Highlands County, Florida, LESS Skipper Road right-of-way.

-ALSO-

That portion of the Upper Josephine-Jackson Creek Watershed Canal Easement that lies Easterly of the centerline of said Josephine-Jackson Creek Watershed Canal Easement in Government Lots 2, 7 and 10, Section 28, Township 35 South, Range 29 East, as recorded in Official Records Book 293, pages 232, 233 and 234, of the public records of Highlands County, Florida. NOW KNOWN AS BUTTONWOOD BAY PHASE I, as recorded in Plat Book 14, page 24, AND BUTTONWOOD BAY

PHASE II, as recorded in Plat Book 15, page 94 and BUTTONWOOD BAY PHASE III, as recorded in Plat Book 15, page 102 and BUTTONWOOD BAY PHASE IV, as recorded in Plat Book 15, page 104 and BUTTONWOOD BAY PHASE V, as recorded in Plat Book 15, page 107 and BUTTONWOOD BAY ME AND RV PARK UNRECORDED, Section 28, Township 35 South, Range 29 East, all of the public records of Highlands County, Florida.

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EXHIBIT "A" - CONTINUED
LEGAL DESCRIPTION

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8. Any and all awards or payments, including interest thereon, and the right to receive such awards or payments, as a result of (a) the exercise of any right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of this collateral or of the Real Property.

9. All of the right, title, and interest of the Debtor in and to all unearned premiums under any and all insurance policies now or hereafter existing with respect to, and all proceeds or sums payable for the loss of or damage to (a) the Real Property, (b) this Collateral, or (c) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the foregoing.

10. All accounts, chattel paper, contract rights, instruments and general intangibles (including without limitation goodwill, trademarks, trade styles, trade names, phone numbers, patents, patent applications, tax refunds, deposit accounts, utility deposits, impact fees and/or credits, tap fees and/or credits), now owned or hereafter acquired by Debtor.

11. All goods (except consumer goods, all of which consumer goods are hereby specifically excluded from the term "goods" as used in this Agreement), and all parts, accessories, attachments, additions and replacements thereto, including but not limited to all furniture, furnishings, fixtures, leasehold improvements, inventory (including without limitation goods held for sale or lease or to be furnished under contracts of service, raw materials, work in process, and materials to be used or consumed in Debtor's business and all products thereof) and equipment, now owned or hereafter acquired by Debtor or used in Debtor's business, wheresoever such goods shall be located.

12. All mobile home lot rental agreements, whether oral or written, which encumber a specific lot in the existing rental mobile home/recreational vehicle park on the Real Property, together with all rents and profits due and owing from the aforesaid lot rental agreements from and after the date hereof.

13. All of Debtor's right, title and interest in and to the name BUTTONWOOD BAY MOBILE HOME AND RV PARK.

14. All of Debtor's right, title and interest in and to all permits, franchises, licenses, and governmental approvals owned, held or issued to Assignor, to the extent that such exist and are assignable.

BUTTONWOOD BAY
EQUIPMENT AND PERSONAL PROPERTY INVENTORY

GOLF CARTS:

2 Club car 4 passenger
1 Melex 4-passenger
2 golf cart chargers

OFFICE

5 desks
5 secretarial chairs
1 executive chair
4 4-drawer file cabinets
6 2-drawer file cabinets
1 typing stand and chair
1 Selectric II IBM typewriter
3 file racks
3 Motorola HT10 2-way radios
8 telephones
2 chair mats
1 round conference table & 3 chairs
2 rectangular conference tables
1 hexagonal conference table & 4 chairs
1 carpet runner
1 area rug
1 hutch
2 rolling storage cabinets
2 chairs w/wheels
Miscellaneous color samples for new homes
2 conference chairs (Carl's office)
1 seating bench
1 13" Magnavox color TV
1 Atari keyboard
1 Blonder Tongue video modulator
1 Optimus FM receiver
1 wood wall-mounted cabinet
1 drinking fountain w/cup holder
1 artificial plant
1 live plant
1 Packard Bell monitor
1 Kenmore microwave oven
1 coffee maker

- 1 GE refrigerator
- 1 Sharp SF 8500 copy machine w/stand
- 1 Intellifax 1270 Facsimile machine
- 1 US Bancard Nova credit card machine
- 1 computer w/monitor and keyboard
- 1 Panasonic KX P3200 dot matrix printer
- 1 RV registration counter/lock combination
- 2 electric calculators
- 2 answering machines
- 1 card table
- 1 green trash can filled with various community blueprints
- 1 roll coaxial cable
- 9 trash cans
- Miscellaneous office supplies (computer paper, pens, pencils, paper clips, staples, scotch tape, etc.)
- Butterwood Bay letterhead and second sheets
- Various sizes Butterwood Bay Imprinted business envelopes (standard and window)

LAUNDRY:

- 28 washing machines (Kenmore and GE)
- 1 large capacity washing machine
- 15 Huebeh gas dryers
- 6 card tables
- 1 water fountain
- 1 employee counter w/chair
- 6 trash cans
- 20 padded folding chairs
- 16 laundry carts
- 1 Dayton oscillating floor fan

MAINTENANCE SHOP:

- 1 box blade
- Ford S3400 backhoe/front end loader
- 3 Club golf carts
- 2 Canyon Club car golf carts
- 3 golf cart chargers
- 1 Walker 20 hp lawn mower, Model MT, Serial #8523454
- 1 Walker 20 hp lawn mower, Serial #9314536
- 1 RH mowing deck
- 1 wooden cart
- 4 pallets 16-4-8 fertilizer
- 3 single-phase lift station pumps
- 1 55-gallon spray tank w/ pump, serial #820
- 2 large metal troughs
- 1 plastic trough
- 1 pile miscellaneous pvc piping
- 1 SP50 Motorola 2-way radio
- 1 P100 Motorola radio
- 1 SP50 Motorola radio

1 Solar 330 battery charger/engine starter
 1 Speedair air tank
 1 air hose
 3 tool boxes with miscellaneous tools
 1 Craftsman 8-drawer tool chest w/miscellaneous tools
 1 Amano time clock
 1 high pressure sodium light fixture
 1 Magic Chef refrigerator
 5 cases a/c air filters
 22" cub water valves
 1 Coleman Powermate 4 hp 20-gal air compressor
 1 desk
 1 2-drawer file cabinet
 100's of miscellaneous pvc pipe fittings
 1 torch/welder
 1 AC 225 arc welder
 1 Generac 6000 CP pressure washer (2000 psi)
 3 leaf blowers
 1 Echo gasoline pole saw, SFS 2100, Serial #880600
 1 Echo gasoline pole hedge trimmer, Serial #012352
 1 Echo 24" gasoline hedge trimmer, Serial #132470
 3 weed eaters
 2 street edgers
 1 S&W chain saw
 3 gas push mowers (at post office building)
 1 back pack sprayer
 5 pump-up spray tanks
 4 boxes fluorescent light bulbs
 12 water meters
 1/2" electric drill
 1 charcoal filter face mask
 1 6" bench grinder
 1 6' x 8' Wally Watt shed w/ signs inside
 1 hand grinder
 2 250 gallon tanks & pumps (1 electric and 1 hand)
 1 wheel barrow
 1 1/2 hp Goulds sewer pump
 Miscellaneous shovels, rakes, etc.

POOL HALL:

5 pool tables
 7 padded folding chairs
 1 ping pong table
 2 fans
 1 dart board
 1 ladder
 1 Hoover vacuum
 1 ice machine

REC HALL:

458 padded folding chairs
1 60" RCA TV & wood cabinet
1 Sharp VCR
50 rectangular folding tables
82 metal folding chairs
1 Dayton floor fan
5 card tables
5 32 gallon trash cans
4 bingo monitors
2 sound systems
2 chair racks

REC DIRECTOR'S OFFICE:

1 Computer, monitor, keyboard & HP ink jet printer
2 2-drawer file cabinets
1 desk
1 secretarial chair
1 typewriter

SMALL POOL AREA:

1 aluminum shed w/ miscellaneous pool supplies
18 lounge chairs
5 round tables
15 chairs
12 horseshoe benches
87 picnic tables
1 portable basketball hoop & ball
40 shuffleboard benches
1 aluminum shed for horseshoe supplies
1 aluminum shed for bocce ball
1 aluminum shed for shuffleboard
8 bike racks

BOAT RAMP AREA:

6 benches
1 picnic table

POST OFFICE/PARK AREA:

1 bench
1 trash can

WATER PLANT:

1 Detroit Magna diesel Generator
1 w/c generator
Model 401 chlorine mask
1 fire extinguisher

COMMUNITY CENTER:

2 bike racks
8 rectangular conference tables
17 card tables
68 padded folding chairs
1 Pro forma tread mill
1 Sport Rider exercise machine
1 Schwinn Aldyne exercise bike
1 trampolines type exercise equipment
1 weight scale
1 fan

ARTS AND CRAFTS ROOM:

5 rectangular conference tables
35 metal folding chairs
6 dart boards
2 card tables
1 ice machine
2 racks for folding chairs
1 table rack
3 trash cans
Miscellaneous pool supplies in outside closet

LARGE POOL AREA:

20 lounge chairs
5 round tables
24 chairs

TENNIS COURT:

2 concrete benches
12 chairs
wind screens

EXHIBIT "C"

All rents, revenues, income and profits generated by or in conjunction with the operation of Buttonwood Bay Mobile Home and RV Park more fully described in Exhibits "A" and "B" hereto, currently in the possession of the Court appointed Receiver, Peter D. Bursik, after payment of all authorized expenditures incurred in conjunction with the receivership.

IN THE CIRCUIT COURT OF THE TENTH
JUDICIAL CIRCUIT IN AND FOR HIGHLANDS
COUNTY, FLORIDA

CIRCUIT CIVIL CASE NO. GC-01-370

** OFFICIAL RECORDS **
BK 1576 PG 1542

FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO Kendall V. Ameduri Roth IRA, as to an undivided 15% interest, and FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO James R. Ameduri Roth IRA, as to an undivided 85% interest; FIRST TRUST CORP., a Colorado corporation, as Trustee for the benefit of James R. Ameduri Roth IRA, as to an undivided 70% interest, and as Trustee for the benefit of Kendall V. Ameduri, Roth IRA, as to an undivided 30% interest as assigned to FIRST TRUST CORP., a Colorado corporation, as Trustee for the benefit of Maisie Young, IRA, as to an undivided 25.5556% interest; and FIRST TRUST CORPORATION, a Colorado corporation, as Trustee FBO Kendall V. Ameduri Roth IRA,

Plaintiffs,

vs.

SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP, an Arizona limited partnership; BUTTONWOOD BAY WATER & SEWER COMPANY, LLC, successor by merger to Buttonwood Bay Utilities, Inc., a Florida limited liability company, and MARC S. CANEVA,

Defendants. /



CERTIFIED
TO BE A TRUE COPY
OF THE ORIGINAL FILED BY "LUKE" BROOKER, CLERK

Luke Brooker, D.C.

FILED
Nov 26 11 20 AM '01
L.E. HUFFMAN, CLERK
HIGHLANDS COUNTY, FLORIDA

CERTIFICATE OF SALE

The undersigned Clerk of the Court certifies that pursuant to the Notice of Sale of the property described in the Summary Judgment as to Counts II and III (the "Summary Judgment") dated November 6, 2001, as published in The News-Sun, a newspaper circulated in Highlands County, Florida, in the manner shown by the proof of publication attached, the property was offered for public sale on the 26th day of November, 2001, to the highest and best bidder for

cash. The highest and best bid received for the property was submitted by Sun Communities Acquisition ^{S LLC} Corp., a Michigan ^{LLC} corporation, whose address is 31700 Middlebelt Road, Suite 145, Farmington Hills, MI 48334, to whom the property was sold. The proceeds of the sale are retained for distribution in accordance with the Summary Judgment.

WITNESS my hand and seal of this Court on this 26th day of November, 2001.

LUKE E. BROOKER
Clerk of the Circuit Court
Highlands County, Florida

By: [Signature]
Deputy Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **Certificate of Sale** was furnished by facsimile and/or U.S. Mail to **Lynn V. Cravey, Esquire**, Ruden, McClosky, Smith, Schuster & Russell, P.A., P.O. Box 14034, St. Petersburg, FL 33733; **Richard S. Webb, Esquire** and **J. Allen Bobo, Esquire**, Lutz, Webb, Bobo & Eastman, One Sarasota Tower, Two North Tamiami Trail, 5th Floor, Sarasota, FL 34236; **Lee D. Mackson, Esquire**, Shutts & Bowen LLP, 201 South Biscayne Boulevard, 1500 Miami Center, Miami, FL 33131; and **Peter D. Bursik**, 526 Central Avenue, Suite 200, St. Petersburg, FL 33701, this 26th day of November, 2001.

[Signature]
Deputy Clerk

FILE # 1122702 RCD: Nov 26 2001 @ 01:32PM
L. E. "Luke" Brooker, Clerk, Highlands County

OFFICIAL RECORDS **
BK 1576 PG 1543

AFFIDAVIT

I, Jonathan M. Colman, am Senior Vice-President-Acquisitions of Sun Communities, Inc., a Maryland corporation, general partner of Sun Communities Operating Limited Partnership, a Michigan limited partnership. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that Sun Communities Operating Limited Partnership will provide or assist in securing necessary funding to meet all reasonable capital needs and to fund any necessary and prudent operating deficits of the Utility, Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities, as long as Sun Communities Operating Limited Partnership owns the Utility, which may arise as the result of the Utility's operation of certificated water and wastewater Utilities in its PSC certificated service territory. Such funding will be provided on an as and when needed basis.

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation, its general partner

By: *Jonathan M. Colman*
Jonathan M. Colman,
Senior Vice President-Acquisitions

STATE OF MICHIGAN)
) ss.
COUNTY OF Wayne)
 Oakland)

The foregoing instrument was acknowledged before me this 16th day of July, 2002 by Jonathan M. Colman, as Senior Vice President-Acquisitions of Sun Communities, Inc., a Maryland corporation, general partner of Sun Communities Operating Limited Partnership, a Michigan limited partnership, who is personally known to me or who has produced and did take an oath.

Janet K. Lindinger
_____, Notary Public

State of Michigan
My Commission Expires: _____

JANET K. LINDINGER
Notary Public, Macomb County, MI
My Commission Expires Oct. 10, 2003
Acting in Oakland County, MI



Original Cost Study - Water System Plant In Service

Florida Public Service Commission

Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities
 Docket No.
 Estimated Original Cost at January 1, 2002

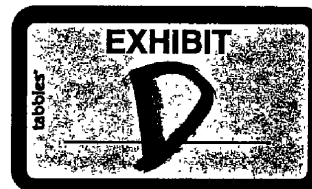
Schedule 1
 Page 1 of 1
 Preparer: J. Coto/G. Morse

| Line No | NARUC Account | Description | Year Installed (2) | Age (Yrs) | FPSC (3) Depreciation Rate (%) | Costing Method | | Index Values (1) | | Replacement Cost (5) | Estimated Original Cost | Accumulated Depreciation | Original Cost Less Accum Depreciation |
|---------|---------------|--|--------------------|-----------|--------------------------------|--------------------|---------|------------------|---------------|----------------------|-------------------------|--------------------------|---------------------------------------|
| | | | | | | Actual Invoice (4) | Trended | Test Yr | Yr. Installed | | | | |
| 1 | 303 | Land and Land Rights | 1984 | 17.5 | | Estimated (7) | | | | \$ 400 | \$ 400 | \$ - | \$ 400 |
| 2 | 304 | Structures and Improvements | 1984 | 17.5 | 3.57% | | Trended | 313.00 | 191.00 | 8,860 | 244 | 152 | 92 |
| 3 | 307 | Wells and Springs | 1984 | 17.5 | 3.70% | | Trended | 291.00 | 198.00 | 44,000 | 29,938 | 19,385 | 10,553 |
| 4 | 309 | Supply Mains | 1984 | 17.5 | 3.13% | | Trended | 333.00 | 222.00 | 17,208 | 11,472 | 6,284 | 5,188 |
| 5 | 310 | Power Generation Equipment | 1984 | 17.5 | 5.88% | | Trended | 531.00 | 245.00 | 40,000 | 18,456 | 18,456 | - |
| 8 | 311 | Pumping Equipment | 1984 | 17.5 | 5.88% | | Trended | 531.00 | 245.00 | 50,000 | 23,070 | 23,070 | - |
| 7 | 320 | Water Treatment Equipment | 1984 | 17.5 | 5.88% | | Trended | 385.00 | 232.00 | 101,000 | 60,862 | 60,862 | - |
| 8 | 330 | Distribution Reservoirs & Standpipes | | | | | | | | | | | |
| 9 | | -Steel Tanks | 1984 | 17.5 | 3.33% | | Trended | 270.00 | 208.00 | 50,000 | 38,519 | 22,447 | 16,072 |
| 10 | 331 | Transmission and Distribution Lines | 1984 | 17.5 | 2.50% | | Trended | 215.00 | 138.00 | 266,000 | 170,735 | 74,697 | 96,038 |
| 11 | 333 | Services | 1984 | 17.5 | 2.86% | | Trended | 275.00 | 193.00 | 144,000 | 101,062 | 50,581 | 50,480 |
| 12 | 334 | Meters and Meter Installations | 1984 | 17.5 | 5.88% | Actual (6) | | | | 29,820 | 29,820 | 12,049 | 17,771 |
| 13 | 335 | Hydrants | 1984 | 17.5 | 2.50% | | Trended | 505.00 | 232.00 | 2,600 | 1,194 | 523 | 672 |
| 14 | 336 | Backflow Prevention Devices | 2001 | 0.5 | 4.00% | Actual Cost | | | | 5,190 | 5,190 | 104 | 5,086 |
| 15 | | Total Net Original Cost Plant In Service | | | | | | | | \$ 759,078 | \$ 490,961 | \$ 288,609 | \$ 202,352 |

Footnotes:

- (1) Based on Handy Whitman Indices at mid year for the test year and estimated year of installation
- (2) As Indicated in latest FPSC Annual Reports.
- (3) Depreciation rates based on FPSC Order No. 13080 dated March 7, 1984.
- (4) Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities, was not able to obtain any actual invoices or support for the original plant investment. Therefore, the Company has prepared an original cost study to support the original plant investment.
- (5) Represents the estimated cost today for similar facilities as prepared by Excel Engineering Consultants per the attached replacement cost analysis
- (6) Represents the estimated original cost of meters (including installation) based upon the approved meter installation fee of \$70 per meter. This cost was established by the FPSC in Order No. 13672 of Docket No. 840177-WS dated September 11, 1984
- (7) From Replacement Cost Support Schedule 1.

| | | |
|-------------------|------------|-----------------|
| Net Orig Cost | \$ 202,352 | |
| CIAC-Lines | (30,000) | Per Order 13672 |
| Amort of CIAC | 13,125 | |
| | \$ 185,477 | |
| CIAC-Cap/Mtr Fee: | (176,220) | |
| Amort of CIAC | 71,249 | |
| Net RateBase | \$ 80,506 | |



Original Cost Study - Wastewater System Plant In Service

Florida Public Service Commission

Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities
 Docket No.
 Estimated Original Cost at January 1, 2002

Schedule 2
 Page 1 of 1
 Preparer: J. Coto/G. Morse

| Line No. | NARUC Account | Description | Year Installed (2) | Age (Yrs) | FPSC (3) Depreciation Rate (%) | Costing Method | | Index Values (1) | | Todays Replacement Cost (5) | Estimated Original Cost | Accumulated Depreciation | Original Cost Less Accum Depreciation |
|----------|---------------|--|--------------------|-----------|--------------------------------|--------------------|---------|------------------|--------------|-----------------------------|-------------------------|--------------------------|---------------------------------------|
| | | | | | | Actual Invoice (4) | Trended | Test Yr | Yr Installed | | | | |
| 1 | 353 | Land and Land Rights | 1984 | 17.5 | | Estimated | | | | 62,650 | \$ 62,650 | \$ - | \$ 62,650 |
| 2 | 354 | Structures and Improvements | 1984 | 17.5 | 3.70% | Trended | 313.00 | 191.00 | 21,600 | 13,181 | 8,535 | 4,646 | |
| 3 | 360 | Collection Sewers - Force | 1984 | 17.5 | 3.70% | Trended | 215.00 | 138.00 | 48,000 | 30,809 | 19,949 | 10,860 | |
| 4 | 361 | Collection Sewers - Gravity | 1984 | 17.5 | 2.50% | Trended | 215.00 | 138.00 | 398,741 | 255,936 | 111,972 | 143,964 | |
| 5 | 361 | Collection Sewers - Manholes | 1984 | 17.5 | 3.70% | Trended | 215.00 | 138.00 | 151,450 | 97,210 | 62,943 | 34,266 | |
| 6 | 363 | Services to Customers | 1984 | 17.5 | 2.86% | Trended | 275.00 | 193.00 | 288,000 | 202,124 | 101,163 | 100,961 | |
| 7 | 371 | Pumping Equipment | 1984 | 17.5 | 6.67% | Trended | 531.00 | 245.00 | 220,000 | 101,507 | 101,507 | - | |
| 8 | 380 | Treatment and Disposal Equipment | 1984 | 17.5 | 6.67% | Trended | 385.00 | 232.00 | 412,873 | 248,796 | 248,796 | - | |
| 9 | | Total Net Original Cost Plant In Service | | | | | | | \$ 1,603,314 | \$ 1,012,212 | \$ 654,865 | \$ 357,348 | |

Footnotes

- (1) Based on Handy Whitman Indices at mid year for the test year and estimated year of installation
- (2) As indicated in latest FPSC Annual Reports
- (3) Depreciation rates based on FPSC Order No 13060 dated March 7, 1984
- (4) Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities, was not able to obtain any actual invoices or support for the original plant investment Therefore, the Company has prepared an original cost study to support the original plant investment
- (5) Represents the estimated cost today for similar facilities as prepared by Excel Engineering Consultants per the attached replacement cost analysis

| | |
|-------------------|-------------------|
| Net Orig Cost | <u>\$ 357,348</u> |
| CIAC-Cap/Mtr Fees | (213,500) |
| Amort of CIAC | 105,518 |
| Net RateBase | <u>\$ 249,366</u> |

| Line No. | Description | Unit | Quantity | Unit Price | Total Cost |
|----------|---|------|----------|------------|-------------------------|
| 1 | Potable Water Transmission/Distribution System | | | | |
| 2 | Pipe Installation | | | | |
| 3 | 1" PVC | LF | 250 | \$ 5.00 | \$ 1,250 |
| 4 | 1-1/2" PVC | LF | 200 | 5.25 | 1,050 |
| 5 | 2" PVC | LF | 23,710 | 5.50 | 130,405 |
| 6 | 3" PVC | LF | 6,040 | 5.50 | 33,220 |
| 7 | 4" PVC | LF | 2,550 | 8.00 | 20,400 |
| 8 | 6" PVC | LF | 1,750 | 12.00 | 21,000 |
| 9 | 8" PVC | LF | 1,270 | 18.00 | 22,860 |
| 10 | Total Transmission and Distribution | | | | 230,185 |
| 11 | Valves, Backflow Preventers, and Fire Hydrants | | | | |
| 12 | 2" Gate Valve | Each | 50 | 475.00 | 23,750 |
| 13 | 3" Gate Valve | Each | 8 | 525.00 | 4,200 |
| 14 | 4" Gate Valve | Each | 3 | 585.00 | 1,755 |
| 15 | 6" Gate Valve | Each | 4 | 715.00 | 2,860 |
| 16 | 8" Gate Valve | Each | 2 | 825.00 | 1,650 |
| 17 | Total T&D Valves | | | | 34,215 |
| 18 | | | | | |
| 19 | 1" RPZ Backflow Preventor | Each | 6 | 865.00 | 5,190 |
| 20 | 2" Blow-off Valve | Each | 8 | 200.00 | 1,600 |
| 21 | Fire Hydrant (@ Clubhouse) | Each | 1 | 2,600.00 | 2,600 |
| 22 | | | | | |
| 23 | Service Laterals | | | | |
| 24 | 1" Service Lateral (15') | Each | 426 | 150.00 | 63,900 |
| 25 | 1" Service Lateral (10') | Each | 534 | 150.00 | 80,100 |
| 26 | Total Services | | 960 | | 144,000 |
| 27 | | | | | |
| 28 | 5/8" Water Meter | Each | 426 | 70.00 | 29,820 |
| 29 | | | | | |
| 30 | Total Water Transmission/Distribution System | | | | 447,610 |
| 31 | | | | | |
| 32 | | | | | |
| 33 | Potable Water Treatment Facilities | | | | |
| 34 | 6" Well #1 | LF | 1,100 | 20.00 | 22,000 |
| 35 | 6" Well #2 | LF | 1,100 | 20.00 | 22,000 |
| | Peerless Vertical Turbine Pump (450 gpm, 30 HP motor) | Each | 2 | 25,000.00 | 50,000 |
| 38 | 8" Water Meter | Each | 1 | 10,000.00 | 10,000 |
| 39 | 8" Gate Valve | Each | 9 | 825.00 | 7,425 |
| 40 | 8" Swing Check Valve | Each | 2 | 1,100.00 | 2,200 |
| 41 | 8" DIP | LF | 337 | 22.50 | 7,583 |
| 42 | Operation Building | SF | 320 | 20.00 | 6,400 |
| 43 | 6" Chain-link Fence | LF | 246 | 10.00 | 2,460 |
| 44 | Emergency Generator (100 kW) | kW | 100 | 400.00 | 40,000 |
| 45 | Dual Cylinder Chlorination System | Each | 1 | 15,000.00 | 15,000 |
| 46 | Coleman Air Compressor (5 HP) | Each | 1 | 1,000.00 | 1,000 |
| 47 | Electrical | Each | 1 | 75,000.00 | 75,000 |
| 48 | | | | | |
| 49 | Total Water Treatment Facilities | | | | 311,068 |
| 50 | | | | | |
| 51 | Estimated Land Value | | | | 400 |
| 52 | | | | | |
| 53 | Total Estimated Replacement Cost | | | | <u><u>\$759,078</u></u> |

Note: WTF area is 3,390 sf based on field measurements or 0.08 ac.
Estimated value per acre is \$5,000.

Replacement Cost For Wastewater System

Florida Public Service Commission

Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities
 Docket No.

Support Schedule 2
 Page 1 of 1
 Preparer: J. Coto/G. Morse

| Line No. | Description | Unit | Quantity | Unit Price | Total Cost |
|----------|---|---------|----------|------------|---------------------------|
| 1 | Sanitary Sewer Collection System | | | | |
| 2 | Pipe Installation | | | | |
| 3 | 4" PVC (0'-6') | LF | 285 | \$ 8.00 | \$ 2,280 |
| 6 | | | | | |
| 7 | 6" PVC (0'-6') | LF | 7,081 | 10.00 | 70,810 |
| 8 | 6" PVC (6'-8') | LF | 680 | 10.00 | 6,800 |
| 10 | | | | | |
| 11 | 8" PVC (0'-6') | LF | 17,025 | 12.05 | 205,151 |
| 12 | 8" PVC (6'-8') | LF | 4,020 | 15.00 | 60,300 |
| 13 | 8" PVC (8'-10') | LF | 2,670 | 20.00 | 53,400 |
| 14 | | | | | |
| 15 | | | | | \$398,741.25 |
| | Manholes | | | | |
| 16 | Sanitary MH (0'-6') | Each | 75 | 1,350.00 | 101,250 |
| 17 | Sanitary MH (6'-8') | Each | 18 | 1,650.00 | 29,700 |
| 18 | Sanitary MH (8'-10') | Each | 10 | 2,050.00 | 20,500 |
| 19 | | | | | |
| 20 | | | | | \$151,450.00 |
| | Service Laterals | | | | |
| 21 | 4" Service Lateral (15') | Each | 426 | 300.00 | 127,800 |
| 22 | 4" Service Lateral (10') | Each | 534 | 300.00 | 160,200 |
| 23 | | | | | |
| | Lift Stations | | | | |
| 25 | LS #1 (14' depth, 4' diameter) | Each | 1 | 55,000.00 | 55,000 |
| 26 | LS #2 (9' depth, 4' diameter) | Each | 1 | 50,000.00 | 50,000 |
| 27 | LS #3 (13' depth, 4' diameter) | Each | 1 | 55,000.00 | 55,000 |
| 28 | LS #4 (18' depth, 4' diameter) | Each | 1 | 60,000.00 | 60,000 |
| 29 | | | | | |
| | Force Main | | | | |
| 31 | 4" PVC Force Main | LF | 4,800 | 10.00 | 48,000 |
| 32 | | | | | |
| 33 | Total Wastewater Collection System | | | | 1,106,191 |
| 34 | | | | | |
| | Wastewater Treatment Facility | | | | |
| 36 | 98,000 GPD Extended Aeration WWTF | Gallons | 98,000 | 4.05 | 396,900 |
| 37 | Percolation Ponds | CY | 7,570 | 2.11 | 15,973 |
| 38 | Fencing (6' Chain-link) | LF | 2,160 | 10.00 | 21,600 |
| 39 | | | | | |
| 40 | Total Wastewater Treatment Facility | | | | 434,473 |
| 41 | | | | | |
| 42 | Estimated Land Value | | | | 62,650 |
| 43 | | | | | |
| 44 | Total Estimated Replacement Cost | | | | <u><u>\$1,603,314</u></u> |

Note WWTF area is 12.53 acres based on 1999 aerial photograph

Sun Communities Acquisitions, LLC d/b/a Buttonwood Bay Utilities
 Docket No.
 Estimated Original Cost at January 1, 2002

Schedule 3
 Page 1 of 1
 Preparer: J. Coto/G. Morse

| Line No. | Year | Reported (1) Connections | 0.57 Additions(3) | System Capacity/Meter Fee | Annual CIAC Additions | Amortization Rate(4) | Age (Yrs.) | Accumulated Amortization (Plant) | Accumulated Amortization (Meters) | Net CIAC |
|----------|-----------------------------|--------------------------|-------------------|---------------------------|-----------------------|----------------------|------------|----------------------------------|-----------------------------------|-------------------|
| 1 | 1984 | 4 | 2.00 | \$ 670 | \$ 1,480 | 3.51% | 17.5 | \$ 737 | \$ 172 | \$ 571 |
| 2 | 1985 | 24 | 14.00 | 670 | 10,080 | 3.51% | 16.5 | 4,865 | 973 | 4,242 |
| 3 | 1986 | 0 | 0.00 | 670 | - | 3.51% | 15.5 | - | - | - |
| 4 | 1987 (2) | 50 | 29.00 | 670 | 20,900 | 3.51% | 14.5 | 8,856 | 1,781 | 10,263 |
| 5 | 1988 (2) | 50 | 29.00 | 670 | 20,900 | 3.51% | 13.5 | 8,245 | 1,658 | 10,997 |
| 6 | 1989 | 21 | 12.00 | 670 | 8,670 | 3.51% | 12.5 | 3,159 | 645 | 4,866 |
| 7 | 1990 | 42 | 24.00 | 670 | 17,340 | 3.51% | 11.5 | 5,813 | 1,187 | 10,341 |
| 8 | 1991 | 60 | 34.00 | 670 | 24,600 | 3.51% | 10.5 | 7,518 | 1,548 | 15,534 |
| 9 | 1992 | 175 | 100.00 | 670 | 72,250 | 3.51% | 9.5 | 20,007 | 4,085 | 48,158 |
| 10 | 1993 | 0 | 0.00 | 670 | - | 3.51% | 8.5 | - | - | - |
| 11 | 1994 | 0 | 0.00 | 670 | - | 3.51% | 7.5 | - | - | - |
| 12 | 1995 | 0 | 0.00 | 670 | - | 3.51% | 6.5 | - | - | - |
| 13 | 1996 | 0 | 0.00 | 670 | - | 3.51% | 5.5 | - | - | - |
| 14 | 1997 | 0 | 0.00 | 670 | - | 3.51% | 4.5 | - | - | - |
| 15 | 1998 | 0 | 0.00 | 670 | - | 3.51% | 3.5 | - | - | - |
| 16 | 1999 | 0 | 0.00 | 670 | - | 3.51% | 2.5 | - | - | - |
| 17 | 2000 | 0 | 0.00 | 670 | - | 3.51% | 1.5 | - | - | - |
| 18 | 2001 | 0 | 0.00 | 670 | - | 3.51% | 0.5 | - | - | - |
| 19 | | <u>426</u> | <u>244</u> | | <u>176,220</u> | | | <u>59,200</u> | <u>12,049</u> | <u>104,971</u> |
| 20 | | | | | | | | | | |
| 21 | Water Lines Per Order 13672 | | | | 30,000 | 2.50% | 17.5 | 13,125 | - | 16,875 |
| 22 | | | | | | | | | | |
| 23 | Total Water CIAC | | | | <u>\$ 206,220</u> | | | <u>\$ 72,325</u> | <u>\$ 12,049</u> | <u>\$ 121,846</u> |

| Line No. | Year | Reported (1) Connections | 0.57 Additions(3) | System Capacity Fee | Annual CIAC Additions | Amortization Rate(4) | Age (Yrs.) | Accumulated Amortization | Net CIAC |
|----------|------------------|--------------------------|-------------------|---------------------|-----------------------|----------------------|------------|--------------------------|-------------------|
| 24 | 1984 | 4 | 2.00 | \$ 875 | \$ 1,750 | 4.29% | 17.5 | \$ 1,314 | \$ 436 |
| 25 | 1985 | 24 | 14.00 | 875 | 12,250 | 4.29% | 16.5 | 8,671 | 3,579 |
| 26 | 1986 | 0 | 0.00 | 875 | - | 4.29% | 15.5 | - | - |
| 27 | 1987 (2) | 50 | 29.00 | 875 | 25,375 | 4.29% | 14.5 | 15,785 | 9,590 |
| 28 | 1988 (2) | 50 | 29.00 | 875 | 25,375 | 4.29% | 13.5 | 14,696 | 10,679 |
| 29 | 1989 | 21 | 12.00 | 875 | 10,500 | 4.29% | 12.5 | 5,631 | 4,869 |
| 30 | 1990 | 42 | 24.00 | 875 | 21,000 | 4.29% | 11.5 | 10,360 | 10,640 |
| 31 | 1991 | 60 | 34.00 | 875 | 29,750 | 4.29% | 10.5 | 13,401 | 16,349 |
| 32 | 1992 | 175 | 100.00 | 875 | 87,500 | 4.29% | 9.5 | 35,661 | 51,839 |
| 33 | 1993 | 0 | 0.00 | 875 | - | 4.29% | 8.5 | - | - |
| 34 | 1994 | 0 | 0.00 | 875 | - | 4.29% | 7.5 | - | - |
| 35 | 1995 | 0 | 0.00 | 875 | - | 4.29% | 6.5 | - | - |
| 36 | 1996 | 0 | 0.00 | 875 | - | 4.29% | 5.5 | - | - |
| 37 | 1997 | 0 | 0.00 | 875 | - | 4.29% | 4.5 | - | - |
| 38 | 1998 | 0 | 0.00 | 875 | - | 4.29% | 3.5 | - | - |
| 39 | 1999 | 0 | 0.00 | 875 | - | 4.29% | 2.5 | - | - |
| 40 | 2000 | 0 | 0.00 | 875 | - | 4.29% | 1.5 | - | - |
| 41 | 2001 | 0 | 0.00 | 875 | - | 4.29% | 0.5 | - | - |
| 42 | Total Sewer CIAC | <u>426</u> | <u>244</u> | | <u>\$ 213,500</u> | | | <u>\$ 105,518</u> | <u>\$ 107,982</u> |

Footnotes:

- (1) As reported in the FPSC Annual Reports.
- (2) No data available for 1987 or 1988. However, based on year end number of connections for 1986 of 28 and beginning year connections of 128 for 1989, it is therefore evident that 100 connections were added during the two year period. It was assumed that 50 connections were added in 1987 and 50 added in 1988. It was assumed that every new water connection is also a sewer connection.
- (3) In the FPSC Staff Recommendation in Original Certificate Application in Docket No. 840177-WS, the staff recognized that service availability charges should be based on an "ERC" concept with mobile homes equating to 0.57 of an ERC.
- (4) Represents the composite rate for the system computed from the data contained in the Original Cost Study for the respective systems.

PROPOSED TARIFFS

EXHIBIT "E"

WATER TARIFF

SUN COMMUNITIES ACQUISITIONS, LLC
D/B/A BUTTONWOOD BAY UTILITIES
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

SUN COMMUNITIES ACQUISITIONS, LLC
D/B/A BUTTONWOOD BAY UTILITIES
NAME OF COMPANY

31700 Middlebelt Road, Ste. 145

Farmington Hills, MI 48334
(ADDRESS OF COMPANY)

248-932-3100
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

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JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 431-W

COUNTY - Highlands

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

| <u>Order Number</u> | <u>Date Issued</u> | <u>Docket Number</u> | <u>Filing Type</u> |
|---------------------|--------------------|----------------------|---|
| 13672 | 09/04/84 | 840177-WS | Original Certificate |
| 13672-A | 01/07/85 | 840177-WS | Corrective Order |
| 17322 | 03/25/87 | 861504-WS | Transfer of Majority Organizational Control |
| PSC-00-0577-FOF-WS | 03/22/00 | 990915-WS | Transfer of Majority Organizational Control and Name Change |

(Continued to Sheet No. 3.1)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Township 35 South, Range 29 East

Section 27

That portion of the Southwest 1/4 of the Northwest 1/4 of said Section 27 lying West of U.S. Highway No. 27.

Section 28

That Portion of the East 2,233 feet of the North 3,484 feet of said Section 28 lying East of Jackson Creek as it now runs.

A more complete description is listed below:

PARCEL NO. 1 (WASTEWATER TREATMENT PLANT SITE, I-2 CU)

The East 750 feet of the North 2560 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, less the North 2200 feet thereof. Said Parcel No.1 containing 6.2 Acres, more or less.

PARCEL NO. 2 (WASTEWATER PLANT SITE, I-2 CU)

Commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1360 feet; thence run Westerly and parallel to the North boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No.2 containing 0.92 Acres, more or less.

Distribution site together with a right-of-way over and upon all streets, alleyways and utility easements located within the subdivision for the purpose of installing and maintaining water and sewage distribution systems.

PARCEL NO. 3 (MOBILE HOME PARK SITE, M-2)

The North 2060 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek nght-of-way, less the North 1040 feet thereof and less; commence at the Northeast

(Continued of Sheet No. 3.2)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1330 feet; thence run Westerly and parallel to the North Boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 3 containing 35.4 Acres, more or less.

PARCEL NO. 4 (RECREATIONAL VEHICLE SITE, CG-1)

The North 3524 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 2060 feet of said Section 28. Said Parcel No. 4 containing 49.0 Acres, more or less.

PARCEL NO. 5 (BUSINESS, B-3)

The South 600 feet of Southwest 1/4, of Northwest 1/4, West of Highway No. 27 right-of-way, of Section 27, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 5 containing 4.0 Acres, more or less.

PARCEL NO. 6 (MOBILE HOME SUBDIVISION, M-1)

The North 1040 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the right of way for Skipper Road. Said Parcel No. 6 containing 40.0 Acres, more or less.

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES
WATER TARIFF

COMMUNITIES SERVED LISTING

| <u>County Name</u> | <u>Development Name</u> | <u>Rate Schedule(s) Available</u> | <u>Sheet No.</u> |
|------------------------|-----------------------------|---|------------------|
|------------------------|-----------------------------|---|------------------|

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES .
- 6.0 "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.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "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.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" 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.

(Continued to Sheet No. 5.1)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.

- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.

- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, 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.

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

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JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

(Continued from Sheet No. 6.0)

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JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - 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.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 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.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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 or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, 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.

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, 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.

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.

10.0 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. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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, sale, or disposition of service, the Customer's water 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 water 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. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 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 charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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.

(Continued on Sheet No. 9.0)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water 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 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.

14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

15.0 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.

16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, 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.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service 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.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been 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 refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 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.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 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 within 30 days of execution.

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES
WATER TARIFF

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JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES
WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water 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
- RATE -

| <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------------|-----------------------------|
| 5/8" x 3/4" | \$ 6.59 |
| 1" | 16.47 |
| 1 1/2" | 32.93 |
| 2" | 52.68 |
| 3" | 105.37 |
| 4" | 164.64 |
| 6" | 329.29 |

GALLONAGE CHARGE \$ 0.65
Per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - July 28, 2000

TYPE OF FILING - Transfer of Majority Organizational Control and Name Change

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

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

RATE -

| <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------------|-----------------------------|
| 5/8" x 3/4" | \$ 6.59 |
| 1" | 16.47 |
| 1 1/2" | 32.93 |
| 2" | 52.68 |
| 3" | 105.37 |
| 4" | 164.64 |
| 6" | 329.29 |

GALLONAGE CHARGE \$ 0.65
Per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - July 28, 2000

TYPE OF FILING - Transfer of Majority Organizational Control and Name Change

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

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

RATE -

| <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------------|-----------------------------|
| 5/8" x 3/4" | \$ 6.59 |
| 1" | 16.47 |
| 1 1/2" | 32.93 |
| 2" | 52.68 |
| 3" | 105.37 |
| 4" | 164.64 |
| 6" | 329.29 |

GALLONAGE CHARGE \$ 0.65
Per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - July 28, 2000

TYPE OF FILING - Transfer of Majority Organizational Control and Name Change

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

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 if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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

| | <u>Residential</u> | <u>General Service</u> |
|-------------|--------------------|------------------------|
| 5/8" x 3/4" | <u>N/A</u> | <u>N/A</u> |
| 1" | <u>N/A</u> | <u>N/A</u> |
| 1 1/2" | <u>N/A</u> | <u>N/A</u> |
| Over 2" | <u>N/A</u> | <u>N/A</u> |

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.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). 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 met the requirements of Rule 25-30.311(5), Florida Administrative Code. 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 pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

| <u>METER SIZE</u> | <u>FEE</u> |
|-------------------|-------------|
| 5/8" x 3/4" | \$20.00 |
| 1" and 1 1/2" | \$25.00 |
| 2" and over | Actual Cost |

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING -

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated 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 may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may 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 may 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 may 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

| | |
|--|-----------------|
| Initial Connection Fee | \$ <u>15.00</u> |
| Normal Reconnection Fee | \$ <u>15.00</u> |
| Violation Reconnection Fee | \$ <u>15.00</u> |
| Premises Visit Fee (in lieu of disconnection) | \$ <u>10.00</u> |

EFFECTIVE DATE -

TYPE OF FILING -

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

| <u>Description</u> | <u>Amount</u> | <u>Refer to Service Availability Policy Sheet No./Rule No.</u> |
|---|-----------------|--|
| <u>Back-Flow Preventor Installation Fee</u> | | |
| 5/8" x 3/4" | \$ | |
| 1" | \$ | |
| 1 1/2" | \$ | |
| 2" | \$ | |
| Over 2" | \$ ¹ | |
| <u>Customer Connection (Tap-in) Charge</u> | | |
| 5/8" x 3/4" metered service | \$ | |
| 1" metered service | \$ | |
| 1 1/2" metered service | \$ | |
| 2" metered service | \$ | |
| Over 2" metered service | \$ ¹ | |
| <u>Guaranteed Revenue Charge</u> | | |
| With Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (__ GPD) | \$ | |
| All others-per gallon/month | \$ | |
| Without Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (__ GPD) | \$ | |
| All others-per gallon/month | \$ ¹ | |
| <u>Inspection Fee</u> | \$ ¹ | |
| <u>Main Extension Charge</u> | | |
| Residential-per ERC (__ GPD) | \$ | |
| All others-per gallon | \$ | |
| or | | |
| Residential-per lot (__ foot frontage) | \$ | |
| All others-per front foot | \$ | |
| <u>Meter Installation Fee</u> | | |
| 5/8" x 3/4" | \$70 | |
| 1" | \$ | |
| 1 1/2" | \$ | |
| 2" | \$ | |
| Over 2" | \$ ¹ | |
| <u>Plan Review Charge</u> | \$ ¹ | |
| <u>Plant Capacity Charge</u> | | |
| Residential-per ERC (__ GPD) | \$ | |
| All others-per gallon | \$ | |
| <u>System Capacity Charge</u> | | |
| Residential-per ERC (__ GPD) | \$600 | |
| All others-per gallon | \$ | |

¹Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -
TYPE OF FILING -

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

INDEX OF STANDARD FORMS

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| APPLICATION FOR METER INSTALLATION | 22.0 |
| APPLICATION FOR WATER SERVICE | 21.0 |
| COPY OF CUSTOMER'S BILL | 23.0 |
| CUSTOMER'S GUARANTEE DEPOSIT RECEIPT | 20.0 |

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

APPLICATION FOR WATER SERVICE

NOT APPLICABLE

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

COPY OF CUSTOMER'S BILL

SUN COMMUNITIES ACQUISITIONS, LLC
D/B/A BUTTONWOOD BAY UTILITIES
31700 Middlebelt Road, Ste. 145
Farmington Hills, MI 48334
248-932-3100

| <u>DATE</u> | <u>CHARGES AND CREDITS</u> | <u>AMOUNT</u> |
|-------------|--|---------------|
| | Previous Balance | 278.02 |
| 05/15 | WATER CHARGES 18.94 Begin 914780 End 933770 Use 18990 | 18.94 |
| 05/15 | SEWER CHARGES 10.53 | 10.53 |
| 05/26 | WM Charge 240.50 | 240.50 |
| | Received on Account | -278.02 |
| | Total Balance Due | 270.22 |

TO ENSURE PROPER CREDIT PLEASE INCLUDE MEMBER NUMBER ON YOUR CHECK

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

| <u>Description</u> | <u>Sheet Number</u> |
|-----------------------------------|----------------------|
| Schedule of Fees and Charges..... | Go to Sheet No. 18.0 |
| Service Availability Policy | 25.0 |

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES
WATER TARIFF

SERVICE AVAILABILITY CHARGES

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - To all classifications of customers for initial commencement of service at any given location.

DEFINITION - Contribution-In-Aid-Of-Construction for defraying company's cost of water production, storage, and treatment plant.

RATE - \$600 per ERC

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

WASTEWATER TARIFF

SUN COMMUNITIES ACQUISITIONS, LLC
D/B/A BUTTONWOOD BAY UTILITIES
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

SUN COMMUNITIES ACQUISITIONS, LLC
D/B/A BUTTONWOOD BAY UTILITIES
NAME OF COMPANY

31700 Middlebelt Road, Ste. 145

Farmington Hills, MI 48334
(ADDRESS OF COMPANY)

248-932-3100
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

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| Rules and Regulations | 6.0 |
| Service Availability Policy | 23.0 |
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| Territory Authority | 3.0 |

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 364-S

COUNTY - Highlands

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

| <u>Order Number</u> | <u>Date Issued</u> | <u>Docket Number</u> | <u>Filing Type</u> |
|---------------------|--------------------|----------------------|---|
| 13672 | 09/04/84 | 840177-WS | Original Certificate |
| 13672-A | 01/07/85 | 840177-WS | Corrective Order |
| 17322 | 03/25/87 | 861504-WS | Transfer of Majority Organizational Control |
| PSC-00-0577-FOF-WS | 03/22/00 | 990915-WS | Transfer of Majority Organizational Control and Name Change |

(Continued to Sheet No. 3.1)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Township 35 South, Range 29 East

Section 27

That portion of the Southwest 1/4 of the Northwest 1/4 of said Section 27 lying West of U.S. Highway No. 27.

Section 28

That Portion of the East 2,233 feet of the North 3,484 feet of said Section 28 lying East of Jackson Creek as it now runs.

A more complete description is listed below:

PARCEL NO. 1 (WASTEWATER TREATMENT PLANT SITE, I-2 CU)

The East 750 feet of the North 2560 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, less the North 2200 feet thereof. Said Parcel No.1 containing 6.2 Acres, more or less.

PARCEL NO. 2 (WASTEWATER PLANT SITE, I-2 CU)

Commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1360 feet; thence run Westerly and parallel to the North boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No.2 containing 0.92 Acres, more or less.

Distribution site together with a right-of-way over and upon all streets, alleyways and utility easements located within the subdivision for the purpose of installing and maintaining water and sewage distribution systems.

PARCEL NO. 3 (MOBILE HOME PARK SITE, M-2)

The North 2060 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 1040 feet thereof and less; commence at the Northeast

(Continued of Sheet No. 3.2)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1330 feet; thence run Westerly and parallel to the North Boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 3 containing 35.4 Acres, more or less.

PARCEL NO. 4 (RECREATIONAL VEHICLE SITE, CG-1)

The North 3524 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 2060 feet of said Section 28. Said Parcel No. 4 containing 49.0 Acres, more or less.

PARCEL NO. 5 (BUSINESS, B-3)

The South 600 feet of Southwest 1/4, of Northwest 1/4, West of Highway No. 27 right-of-way, of Section 27, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 5 containing 4.0 Acres, more or less.

PARCEL NO. 6 (MOBILE HOME SUBDIVISION, M-1)

The North 1040 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the right of way for Skipper Road. Said Parcel No. 6 containing 40.0 Acres, more or less.

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES
WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

| <u>County</u> <u>Name</u> | <u>Development</u> <u>Name</u> | <u>Rate</u> <u>Schedule(s)</u> <u>Available</u> | <u>Sheet No.</u> |
|------------------------------|-----------------------------------|---|------------------|
|------------------------------|-----------------------------------|---|------------------|

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES .
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering wastewater service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's actual consumption.
- 10.0 "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.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" 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.

(Continued to Sheet No. 5.1)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.

- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.

- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, 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.

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

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| Evidence of Consumption | 10.0 | 22.0 |
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(Continued to Sheet No. 6.1)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES
WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - 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.
- The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 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.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 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 or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 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 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, 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.

(Continued on Sheet No. 8.0)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, 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.

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 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, 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. (This shall not be construed as prohibiting a Customer from remetering.)

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 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.

(Continued on Sheet No. 9.0)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. 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.
- 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 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

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 Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, 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.

(Continued on Sheet No. 10.0)

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 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 within 30 days of execution.
- 22.0 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.

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

| | <u>Sheet Number</u> |
|---|---------------------|
| Customer Deposits | 15.0 |
| General Service, GS | 12.0 |
| Miscellaneous Service Charges | 16.0 |
| Multi-Residential Service, MS | 14.0 |
| Residential Service, RS | 13.0 |
| Service Availability Fees and Charges | 17.0 |

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES
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" | \$ 6.86 |
| | 1" | 17.14 |
| | 1 1/2" | 34.30 |
| | 2" | 54.87 |
| | 3" | 109.74 |
| | 4" | 163.33 |
| | 6" | 342.98 |

GALLONAGE CHARGE - \$0.67 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE - July 28, 2000

TYPE OF FILING - Transfer of Majority Organizational Control and Name Change

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

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 | \$6.86 |

GALLONAGE CHARGE - \$0.67 per 1,000 gallons (Maximum 6,000 gallons)

MINIMUM CHARGE - \$6.86 per month

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE - July 28, 2000

TYPE OF FILING - Transfer of Majority Organizational Control and Name Change

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

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> |
|---------------|-------------------|-----------------------------|
| | 5/8" x 3/4" | \$ 6.86 |
| | 1" | 17.14 |
| | 1 1/2" | 34.30 |
| | 2" | 54.87 |
| | 3" | 109.74 |
| | 4" | 163.33 |
| | 6" | 342.98 |

GALLONAGE CHARGE - \$0.67 per 1,000

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE - July 28, 2000

TYPE OF FILING - Transfer of Majority Organizational Control and Name Change

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITL E

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

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 if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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

| | <u>Residential</u> | <u>General Service</u> |
|-------------|--------------------|------------------------|
| 5/8" x 3/4" | <u>N/A</u> | <u>N/A</u> |
| 1" | <u>N/A</u> | <u>N/A</u> |
| 1 1/2" | <u>N/A</u> | <u>N/A</u> |
| Over 2" | <u>N/A</u> | <u>N/A</u> |

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.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). 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 met the requirements of Rule 25-30.311(5), Florida Administrative Code. 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 pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated 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 may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may 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 may 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 may 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

| | |
|--|---------------------------|
| Initial Connection Fee | \$ <u>15.00</u> |
| Normal Reconnection Fee | \$ <u>15.00</u> |
| Violation Reconnection Fee | \$ <u>Actual Cost (1)</u> |
| Premises Visit Fee (in lieu of disconnection) | \$ <u>10.00</u> |

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE -

TYPE OF FILING -

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

| <u>Description</u> | <u>Amount</u> | <u>Refer to Service Availability Policy Sheet No./Rule No.</u> |
|--|-----------------|--|
| <u>Back-Flow Preventor Installation Fee</u> | | |
| 5/8" x 3/4" | \$ | |
| 1" | \$ | |
| 1 1/2" | \$ | |
| 2" | \$ | |
| Over 2" | \$ ¹ | |
| <u>Customer Connection (Tap-in) Charge</u> | | |
| 5/8" x 3/4" metered service | \$ | |
| 1" metered service | \$ | |
| 1 1/2" metered service | \$ | |
| 2" metered service | \$ | |
| Over 2" metered service | \$ ¹ | |
| <u>Guaranteed Revenue Charge</u> | | |
| <u>With Prepayment of Service Availability Charges:</u> | | |
| Residential-per ERC/month (__ GPD) | \$ | |
| All others-per gallon/month | \$ | |
| <u>Without Prepayment of Service Availability Charges:</u> | | |
| Residential-per ERC/month (__ GPD) | \$ | |
| All others-per gallon/month | \$ ¹ | |
| <u>Inspection Fee</u> | \$ ¹ | |
| <u>Main Extension Charge</u> | | |
| Residential-per ERC (__ GPD) | \$ | |
| All others-per gallon | \$ | |
| or | | |
| Residential-per lot (__ foot frontage) | \$ | |
| All others-per front foot | \$ | |
| <u>Meter Installation Fee</u> | | |
| 5/8" x 3/4" | \$ | |
| 1" | \$ | |
| 1 1/2" | \$ | |
| 2" | \$ | |
| Over 2" | \$ ¹ | |
| <u>Plan Review Charge</u> | \$ ¹ | |
| <u>Plant Capacity Charge</u> | | |
| Residential-per ERC (__ GPD) | \$ | |
| All others-per gallon | \$ | |
| <u>System Capacity Charge</u> | | |
| Residential-per ERC (__ GPD) | \$875 | |
| All others-per gallon | \$ | |

¹Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING -

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

| <u>Description</u> | <u>Sheet No.</u> |
|--|------------------|
| APPLICATION FOR WASTEWATER SERVICE | 20.0 |
| COPY OF CUSTOMER'S BILL | 21.0 |
| CUSTOMER'S GUARANTEE DEPOSIT RECEIPT | 19.0 |

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

NOT APPLICABLE

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

SUN COMMUNITIES ACQUISITIONS, LLC
D/B/A BUTTONWOOD BAY UTILITIES
31700 Middlebelt Road, Ste. 145
Farmington Hills, MI 48334
248-932-3100

| DATE | CHARGES AND CREDITS | AMOUNT |
|-------|--|---------|
| | Previous Balance | 278.02 |
| 05/15 | WATER CHARGES 18.94 Begin 914780 End 933770 Use 18990 | 18.94 |
| 05/15 | SEWER CHARGES 10.53 | 10.53 |
| 05/26 | WM Charge 240.50 | 240.50 |
| | Received on Account | -278.02 |
| | Total Balance Due | 270.22 |

TO ENSURE PROPER CREDIT PLEASE INCLUDE MEMBER NUMBER ON YOUR CHECK

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

| <u>Description</u> | <u>Sheet Number</u> |
|-----------------------------------|----------------------|
| Schedule of Fees and Charges..... | Go to Sheet No. 17.0 |
| Service Availability Policy | 23.0 |

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

NAME OF COMPANY: SUN COMMUNITIES ACQUISITIONS, LLC D/B/A BUTTONWOOD BAY UTILITIES
WASTEWATER TARIFF

SERVICE AVAILABILITY CHARGES

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - To all classifications of customers for initial commencement of service at any given location.

DEFINITION - Contribution-In-Aid-Of-Construction for defraying company's cost of wastewater treatment plant.

RATE - \$875 per ERC

JON COLMAN
ISSUING OFFICER

SENIOR V.P.
TITLE

CERTIFICATES

EXHIBIT "F"

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

431 - W

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

BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

Whose principal address is:

10001 U.S. 27, South
Sebring, FL 33870 (Highlands County)

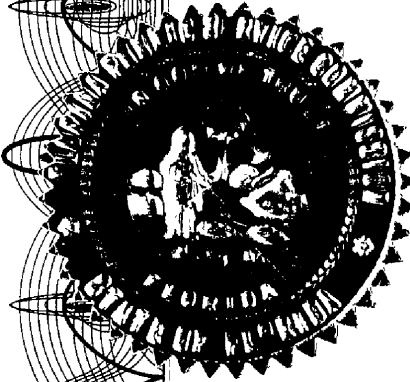
to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

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

| | | | |
|-------|--------------------|--------|-----------|
| ORDER | 13672 | DOCKET | 840177-WS |
| ORDER | 13672-A | DOCKET | 840177-WS |
| ORDER | PSC-00-0577-FOF-WS | DOCKET | 990915-WS |
| ORDER | | DOCKET | |
| ORDER | | DOCKET | |
| ORDER | | DOCKET | |

FLORIDA PUBLIC SERVICE COMMISSION

Diana L. Davis
 Director
 Division of Records and Reporting



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

364 - S

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

BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

Whose principal address is:

10001 U.S. 27, South
Sebring, FL 33870 (Highlands County)

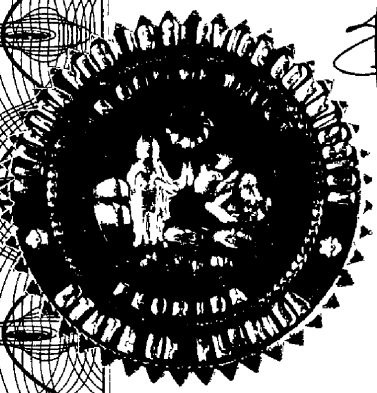
to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

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

| | | | |
|-------|--------------------|--------|-----------|
| ORDER | 13672 | DOCKET | 840177-WS |
| ORDER | 13672-A | DOCKET | 840177-WS |
| ORDER | PSC-00-0577-FOF-WS | DOCKET | 990915-WS |
| ORDER | | DOCKET | |
| ORDER | | DOCKET | |
| ORDER | | DOCKET | |

FLORIDA PUBLIC SERVICE COMMISSION

Steven L. Davis
Director
Division of Records and Reporting



AFFIDAVIT OF NOTICING TO CUSTOMERS

LATE-FILED EXHIBIT "G"

August 15, 2002
LEGAL NOTICE FOR APPLICATION FOR TRANSFER
OF WATER AND WASTEWATER CERTIFICATES

Notice is hereby given on August 15, 2002, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Water Certificate No. 431-W and Wastewater Certificate No. 364-S held by Buttonwood Bay Water & Sewer Company, LLC providing service to the following described territory in Highlands county, Florida.

Township 35 South, Range 29 East

Section 27

That portion of the Southwest 1/4 of the Northwest 1/4 of said Section 27 lying West of U.S. Highway No. 27.

Section 28

That Portion of the East 2,233 feet of the North 3,484 feet of said Section 28 lying East of Jackson Creek as it now runs.

A more complete description is listed below

PARCEL NO. 1 (WASTEWATER TREATMENT PLANT SITE, I-2 CU)

The East 750 feet of the North 2560 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, less the North 2200 feet thereof. Said Parcel No.1 containing 6.2 Acres, more or less.

PARCEL NO. 2 (WASTEWATER PLANT SITE, I-2 CU)

Commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1360 feet; thence run Westerly and parallel to the North boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No.2 containing 0.92 Acres, more or less.

Distribution site together with a right-of-way over and upon all streets, alleyways and utility easements located within the subdivision for the purpose of installing and maintaining water and sewage distribution systems.

PARCEL NO. 3 (MOBILE HOME PARK SITE, M-2)

The North 2060 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 1040 feet thereof and less, commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1330 feet; thence run Westerly and parallel to the North Boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 3 containing 35.4 Acres, more or less.

PARCEL NO. 4 (RECREATIONAL VEHICLE SITE, CG-1)

The North 3524 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 2060 feet of said Section 28. Said Parcel No. 4 containing 49.0 Acres, more or less.

PARCEL NO. 5 (BUSINESS, B-3)

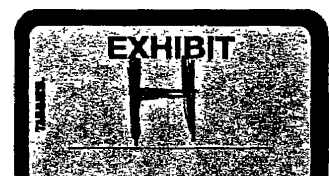
The South 600 feet of Southwest 1/4, of Northwest 1/4, West of Highway No. 27 right-of-way, of Section 27, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 5 containing 4.0 Acres, more or less.

PARCEL NO. 6 (MOBILE HOME SUBDIVISION, M-1)

The North 1040 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the right of way for Skipper Road. Said Parcel No. 6 containing 40.0 Acres, more or less.

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

F. Marshall Deterding, Esquire
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, Florida 32301



AFFIDAVIT OF NEWSPAPER PUBLICATION
AFFIDAVIT OF MAILING

LATE FILED EXHIBIT "I"