

Shawna Senko

From: Zachary Broome <zbroome@brslegal.com>
Sent: Thursday, August 08, 2013 3:15 PM
To: Filings@psc.state.fl.us
Subject: Objection to Sunlake Estate Utilities, LLC Application for Original Water and Wastewater Certificates
Attachments: Objection to Sunlake Utilities Application.pdf

Case: In Re: Application of SUNLAKE ESTATE UTILITIES, LLC for Original Water and Wastewater Certificates in Lake County, Florida

Docket No. 130180-WF

Pleading Filed: Objection to Sunlake Estate Utilities, LLC Application for Original Water and Wastewater Certificates, including Exhibits "A" and "B"; total of 46 pages

Pleading Filed On Behalf Of: Sunlake Homeowners' Association, Inc.

Filed By: Zach Broome
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Signature: /s/ Zachary T. Broome

Certificate of Service: The foregoing document was sent by regular mail to Martin S. Friedman, Esq. on the same date.

Sincerely,

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE; Application of SUNLAKE ESTATE
UTILITIES, LLC for original Water and
Wastewater Certificates in Lake County, Florida

Docket No. 130180-WF

**OBJECTION TO SUNLAKE ESTATE UTILITIES, LLC'S
APPLICATION FOR ORIGINAL WATER AND WASTEWATER CERTIFICATES**

Sunlake Homeowners' Association, Inc. ("Association"), by and through undersigned counsel and pursuant to Rule 25-30.031 of the Florida Administrative Code, files this objection to the Sunlake Estate Utilities, LLC ("Applicant") Application for Original Water and Wastewater Certificates, and states as follows:

1. Association is a Florida nonprofit corporation comprised of the home owner residents of Sunlake Estates, a manufactured home community regulated by Chapter 723, Florida Statutes.
2. Applicant is an affiliate entity of Community Sunlake Joint Venture, the entity which owns the physical property of Sunlake Estates and is the park owner under Chapter 723, Florida Statutes.
3. Each resident of Sunlake Estates who owns a manufactured home on a lot owned by Community Sunlake Joint Venture has possession of the lot pursuant to a signed lease agreement. Residency in Sunlake Estates is governed by a Prospectus, which is issued by Community Sunlake Joint Venture and its general partner, American Land Lease.
4. Currently, under the Prospectus, water and sewage are furnished to each lot by "Community", and charge for these utilities are included in the lot rental amount.¹ See Prospectus, page 16, attached as Exhibit "A".
5. Water is currently "provided to each individual lot by the community through the use of community owned wells." See Prospectus, page 16.
6. Sewage disposal is "provided by the community to each individual lot." See Prospectus, page 16.
7. When a utility applies for an initial certificate of authorization from the Public Service Commission, as Applicant has done, the utility must "[p]rovide notice of the actual application filed by mail or personal delivery to the governing body of the county or city affected, to the Public Counsel, to the commission, and to such other persons and in such other manner as may be prescribed by commission rule." Fla. Stat. § 367.045 (1) (a) (2013).
8. Under Rule 25-30.030 of the Florida Administrative Code, "no later than 7 days after the application is filed, the utility shall also provide a copy of the Notice, by regular mail or

¹ Although there are multiple versions of the Prospectus, the provisions related to utilities are the same.

personal service, to each customer, of the system to be certificated, transferred, acquired, or deleted.” Fla Admin. Code R. 25-30.030 (6) (2013).

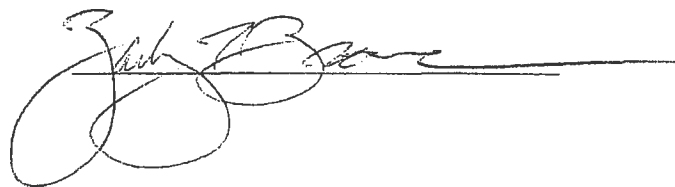
9. Applicant has failed to comply with Rule 25-30.030 of the Florida Administrative Code. Applicant filed the Application for Original Water and Wastewater Certificates on June 28, 2013, but Applicant did not give the customers of the utility notice until July 12, 2013. See Notice, attached as Exhibit “B”.
10. As such, Applicant’s Notice to customers was untimely. Facially, therefore, Part VI (B) of Applicant’s application is inaccurate, as the Affidavit Late Filed as Exhibit “G” was not given in accordance with Rule 25-30.030.
11. In addition, under Florida Statute 367.045, Applicant was required, in the Application for Original Water and Wastewater Certificates, to “[p]rovide all information required by rule or order of the commission, which information may include a detailed inquiry into the ability of the applicant to provide service, the area and facilities involved, the need for service in the area involved, and the existence or nonexistence of service from other sources within geographical proximity to the area in which the applicant seeks to provide service.” Fla. Stat. § 367.045 (1) (b) (2013).
12. In the letter from this Commission, via Penelope Buys, to Applicant, this Commission notes that Applicant’s application does not explain Applicant’s need for authority from this Commission to charge the residents of Sunlake Estates for water and wastewater. See Public Service Commission Letter Dated July 26, 2013, Doc. No. 04306-13.
13. As noted, under the Prospectus issued for each lot in Sunlake Estates, the water and wastewater charges for Sunlake Estates lots are included with the rental amount, and those utilities are provided by “the community”. Therefore, the ability of Applicant to charge the residents of Sunlake Estates for water and wastewater consumption is legally questionable.
14. Under the Prospectus, the “Community Owner” or “Community Manager” of Sunlake Estates can modify the provision of utility services to Sunlake residents upon 90 days written notice to the home owners. See Prospectus, page 17. Currently, the Community Owner is Community Sunlake Joint Venture, not Applicant.
15. As the charge for water and wastewater utilities are currently included in the rent for each lot, Community Sunlake Joint Venture is limited in the manner in which Community Sunlake Joint Venture can require increased payment from the home owners. See Fla. Stat. § 723.031 (5) (2013). However, Community Sunlake Joint Venture has the ability to “pass on” utility charges, and can “pass thru” utility charges. By Applicant’s application to be a utility provider, Applicant will be able to bill home owners directly for a higher water and wastewater charge, and Community Sunlake Joint Venture would, according to that entity, only be required to reduce the lot rental amounts by the amount previously credited for water and wastewater. See Notice, ¶2.
16. In addition, giving Applicant the authority to charge the residents of Sunlake Estates an as yet

undetermined additional charge is likely in conflict with Florida Statutes Chapter 723, as the residents of Sunlake Estates have the authority to challenge the imposition of any additional charges prior to the enactment of such charges.

17. In the Notice, Community Sunlake Joint Venture states that the need for public utility approval is to curb overconsumption, as Sunlake Estates has allegedly exceeded the permitted amount set forth in Sunlake Estates' Consumptive Use Permit. Community Sunlake Joint Venture, and its general partner American Land Lease, state that allowing Applicant to bill the home owners directly will curb overconsumption.
18. However, per Community Sunlake Joint Venture and its general partner American Land Lease, the St. John's Water Management District has allocated 10,000 gallons per month per household under the Consumptive Use Permit. In Exhibit "B" of Applicant's application, Applicant proposes a graduated billing rate for three different levels of consumption, all of which are well below 10,000 gallons a month. In fact, the rate caps out at 7,000 gallons a month of consumption. If the purpose of the utility application is to curb overconsumption relative to the Consumptive Use Permit, then the proposed rates should be relevantly tied to the Consumptive Use Permit.
19. According to Community Sunlake Joint Venture and its general partner American Land Lease, each lot in Sunlake Estates should not consume more than 7500-8000 gallons per month to avoid problems of overconsumption. Per the information available to the Association, water usage has been within that range of numbers. Therefore, the overconsumption necessitating Applicant's application appears to have been curbed.
20. Similarly, Applicant's statistics regarding usage, finances and technical requirements do not appear to take into account the reality that approximately 40% of the Sunlake Estates home owners are only in residence for approximately six months out of the year.
21. The Association also objects to Applicant's application on the basis that the utilities in question are not adequate to begin metered billing. The balance of the meters in Sunlake Estates do not appear to be properly fitted or calibrated, which is a necessary prerequisite to metered billing.

WHEREFORE, Association respectfully requests this Commission deny Applicant's Application for Original Water and Wastewater Certificates in Lake County, Florida, and grant such other and further relief as this Commission deems necessary and proper.

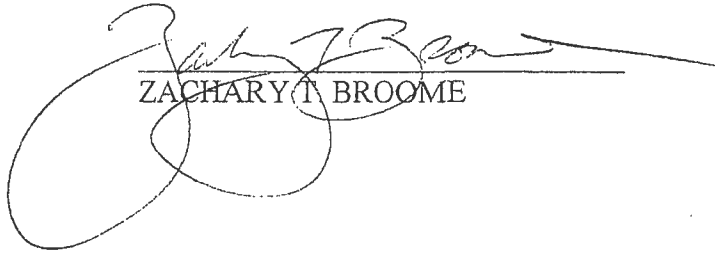
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E-Mail: zbroome@brslegal.com



ZACHARY T. BROOME
Florida Bar No. 0091331

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via US Mail to Martin S. Friedman, Esq., Sundstrom, Friedman & Fumero, LLP, 766 N. Sun Drive, Suite 4030, Lake Mary, Florida 32746 this 8th day of August, 2013.


ZACHARY T. BROOME

PROSPECTUS FOR SUNLAKE ESTATES

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF FIFTEEN (15) DAYS.



SUNLAKE ESTATES

TABLE OF CONTENTS

	<u>PAGE</u>
I. Name and Address of Community	1
II. Receipt of Notices and Demands	1
III. Community Property Description	2
IV. Recreational and Common Facilities	12
V. Community Management and Maintenance	14
VI. Mobile Home Owner Obligations	15
VII. Utilities and Other Services	16
VIII. Lot Rental Amount	17
IX. User Fees	23
X. Additional Considerations	23
XI. Community Rules and Regulations	24
XII. Zoning	24
XIII. Exhibits	25
A. Community Lot Layout	
B. Rules and Regulations	
C. Rental Agreement	

SUNLAKE ESTATES

Throughout this Prospectus, the term "manufactured home" is used synonymously with the term "mobile home"; the term "manufactured home community" is used synonymously with the term "mobile home park; and the term "Community Owner" is used synonymously with the term "park owner" as the latter terms are defined in Chapter 723, Florida Statutes.

I. NAME AND ADDRESS OF COMMUNITY

Sunlake Estates
County Road 452
1045 Great Lakes Boulevard
Grand Island, Florida 32735

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Community Owner's behalf:

All Legal Notices and Demands (including legal notices and demands required by Chapter 723, F.S.)

Asset Investors Corporation
Attn: Bruce E. Moore, President
P.O. Box 500
Chadds Ford, PA 19317

With a Copy To: General Counsel
Joseph W. Gaynor, P.A.
2637 McCormick Drive
Suite B
Clearwater, FL 33759

All Other Non-Legal Notices and Demands

Asset Investors Corporation
Community Management Partnership
Attn: Community Management Investors, LLC
Joseph W. Gaynor, Vice President
2637 McCormick Drive
Clearwater, FL 33759

The owner and operator of Sunlake Estates are referred to herein as "Community Owner or Community Manager".

III. COMMUNITY PROPERTY DESCRIPTION

A. Community Property and Lots

The number of manufactured home lots currently in the community is 485. Additional phases may be developed in the future. The size and shape of the lots in the community may vary. The approximate size of these lots is as follows:

<u>Approximate Dimension</u>	<u>Lots</u>
37' x 71' x 94' x 45' x 102'	T-26
40' x 80' x 50' x 80'	O-1
40' x 90' x 90' x 90'	T-24
40' x 102' x 116' x 92'	T-25
44' x 85' x 95' x 99'	L-4
45' x 85' x 130' x 25' x 100'	B-6
45' x 90' x 105' x 95'	F-13
45' x 104' x 80' x 100'	P-11
47' x 90' x 86' x 54' x 60'	Q-16
50' x 50' x 90' x 95'	P-13
50' x 90' x 100' x 90'	R-7
52' x 85' x 105' x 87'	T-22
54' x 90' x 104' x 72'	T-27
55' x 65' x 100' x 85'	K-3
55' x 85' x 105' x 98'	L-38
55' x 90' x 90' x 110'	E-11
60' x 75' x 65' x 90'	V-1
60' x 90' x 90' x 70'	G-2
60' x 93' x 80' x 104'	P-10
60' x 99' x 35' x 54' x 89'	P-17
62' x 89' x 98' x 93'	P-7
64' x 75' x 92' x 102'	T-15
65' x 75' x 90' x 80'	F-12
65' x 80' x 65' x 90'	I-20

Approximate DimensionLots (Continued)

65' x 81' x 58' x 76' x 93'	P-22
65' x 82'	L-28
65' x 85' x 75' x 80'	D-1
65' x 85' x 95' x 60'	K-1
65' x 89' x 60' x 103'	M-3
65' x 89' x 88' x 75'	P-16
65' x 90' x 85' x 90'	F-15
65' x 99' x 97' x 70'	R-9
65' x 100' x 100' x 110'	J-32
65' x 101' x 113' x 65'	O-12
65' x 120' x 91' x 95'	L-9
65' x 145' x 50' x 105'	J-31
65' x 195' x 105' x 140'	O-30
67' x 60' x 90' x 70'	S-1
69' x 82' x 85' x 90'	R-6
70' x 50' x 58' x 83'	M-1
70' x 75' x 70' x 90	I-1
70' x 75' x 80' x 86'	P-15
70' x 75' x 85' x 85'	C-6
70' x 80' x 85' x 85'	R-16
70' x 82' x 92' x 60'	L-1
70' x 85' x 85' x 90'	C-5
70' x 88' x 88' x 90'	L-30
70' x 90' x 36' x 122'	L-49
70' x 90' x 70' x 90'	E-14
70' x 90' x 100' x 90'	G-3
70' x 92' x 92' x 99'	P-18
70' x 95'	A-1
70' x 100' x 75' x 81'	P-23
70' x 100' x 95' x 105'	J-18
70' x 108' x 90' x 100	O-32
70' x 108' x 100' x 86'	R-12
70' x 113' x 103' x 100'	O-14
70' x 124' x 110' x 180'	O-21

Approximate DimensionLots (Continued)

70' x 129' x 87' x 110'	S-9
70' x 140' x 100' x 108'	O-31
72' x 35' x 115' x 30'	L-19
72' x 75' x 92' x 99'	N-6
72' x 100' x 80' x 60'	P-12
74' x 70' x 120' x 46'	O-22
74' x 86' x 80' x 90'	P-14
75' x 60' x 65' x 80'	C-11
75' x 75' x 90' x 90'	G-1
75' x 75' x 100' x 30	N-4
75' x 80' x 55' x 84'	M-26
75' x 80' x 80' x 85'	C-16, C-17
75' x 80' x 85' x 80'	C-15
75' x 85'	C-9, D-37
75' x 85' x 71' x 85'	M-9
75' x 85' x 80' x 80'	F-1
75' x 85' x 85' x 80'	D-9, D-10, D-38, D-39
75' x 86' x 105' x 96'	R-11
75' x 90'	A-11, E-12, E-13, G-4 through G-10, V-2 through V-11
75' x 90' x 90' x 90'	A-9, A-10
75' x 90' x 200'	B-5
75' x 91' x 90' x 80'	M-27
75' x 93' x 102' x 87'	P-21
75' x 96' x 100' x 99'	R-10
75' x 100' x 90' x 101'	O-19
75' x 101' x 110' x 124'	O-20
75' x 150' x 75' x 58'	P-24
76' x 75' x 110' x 85'	P-1
77' x 120' x 145'	Q-10
78' x 44' x 85' x 100'	L-35
79' x 80' x 80' x 85'	Q-18
79' x 85' x 15' x 108' x 70'	R-13
80' x 37' x 70' x 88'	M-14

Approximate DimensionLots (Continued)

80' x 50' x 100' x 60' x 90'	K-13
80' x 65' x 100' x 95'	J-42
80' x 75' x 75' x 95'	B-4
80' x 75' x 80' x 80'	J-41
80' x 75' x 80' x 90'	U-18
80' x 79' x 90' x 86'	Q-17
80' x 80'	B-2, B-3, B-10, B-11, R-14, T-5
80' x 80' x 80' x 100'	B-7
80' x 80' x 100' x 82'	B-8
80' x 81' x 80' x 79'	T-6
80' x 81' x 80' x 89'	P-3
80' x 85'	C-8, C-12, C-13, D-2 through D-4, D-30, D-33 through D-36, D-40, D-41, F-2 through F-9, F-16 through F-21, K-2, L-5 through L-7, L-24, L-39 through L-44, M-19, M-20, R-15, S-14 through S-16, T-2, T-3
80' x 85' x 64' x 86'	M-11
80' x 85' x 80' x 81'	P-2
80' x 85' x 80' x 90'	D-13, D-14
80' x 85' x 80' x 93'	R-2
80' x 85' x 80' x 100'	B-9
80' x 85' x 85' x 85'	M-23
80' x 87' x 80' x 90'	P-20
80' x 88'	Q-3
80' x 88' x 80' x 65'	Q-4
80' x 89' x 80' x 91'	P-4
80' x 89' x 90' x 75'	O-39
80' x 90'	A-8, B-1, E-2 through E-9, I-2, I-5 through I-9, I-11 through I-19, J-45, J-49 through J-53, K-5 through K-7, O-2, O-3, S-3 through S-7, T-17, U-15 through U-17
80' x 90' x 80' x 60'	D-12
80' x 90' x 80' x 70'	B-12
80' x 90' x 80' x 92'	P-19
80' x 90' x 90' x 85'	K-11
80' x 91' x 94' x 80'	P-5
80' x 92'	T-18

<u>Approximate Dimension</u>	<u>Lots (Continued)</u>
80' x 93'	P-8, P-9
80' x 93' x 60' x 112'	R-3
80' x 93' x 80' x 84'	Q-19
80' x 95' x 85' x 93'	Q-1
80' x 95' x 105' x 90'	A-17
80' x 98' x 81' x 85'	L-45
80' x 100'	J-19 through J-28, J-33 through J-36, O-15 through O-18, O-33 through O-38, U-2 through U-5
80' x 102' x 54' x 102'	T-14
80' x 102' x 60' x 90'	T-13
80' x 103'	L-17
80' x 105' x 86' x 91'	M-28
80' x 110' x 80' x 90'	C-1
80' x 112' x 81' x 98'	L-46
80' x 115' x 100' x 65'	K-12
81' x 47' x 80' x 46' x 90'	Q-12
81' x 85' x 85' x 80'	D-18
82' x 55' x 85' x 75'	C-20
82' x 80' x 85' x 82'	C-18
82' x 99' x 85' x 81'	N-5
82' x 110' x 60' x 73'	S-18
83' x 50' x 85' x 40'	D-31
83' x 70' x 90' x 25' x 35'	M-2
84' x 57' x 80' x 100'	T-7
84' x 85' x 80' x 75'	T-4
84' x 104' x 60' x 100'	U-11
85' x 55' x 90' x 100'	L-26
85' x 70' x 78' x 42'	L-36
85' x 70' x 85' x 75'	C-3
85' x 75' x 65' x 85'	R-1
85' x 75' x 85' x 85'	C-7
85' x 75' x 85' x 90'	D-20
85' x 75' x 88' x 90'	L-31
85' x 77' x 85' x 80'	Q-11

Approximate DimensionLots (Continued)

85' x 80'	D-21 through D-26, D-32, L-33, L-34
85' x 80' x 80' x 90'	D-15, D-16
85' x 80' x 85' x 80	M-16
85' x 82'	C-14
85' x 85'	C-4
85' x 85' x 65' x 55'	K-19
85' x 85' x 90' x 60'	D-11
85' x 88' x 60' x 70'	M-15
85' x 90'	C-19, G-11, L-32
85' x 90' x 95' x 75'	F-14
85' x 94' x 71' x 83'	Q-14
85' x 95'	A-2 through A-5
85' x 95' x 30' x 85'	M-8
85' x 95' x 70' x 80'	F-22
85' x 95' x 80' x 75'	C-21
85' x 95' x 85' x 70'	D-27 through D-29
85' x 95' x 94' x 50'	M-6
85' x 97' x 45' x 122'	S-12
85' x 97' x 82' x 80'	S-17
85' x 100' x 95' x 75'	N-2
85' x 130' x 20' x 135'	C-10
87' x 35' x 94' x 67	L-11
87' x 45' x 70' x 110'	L-22
87' x 85'	T-11
88' x 65' x 82' x 100'	L-29
88' x 83' x 70' x 81'	Q-13
88' x 90' x 50' x 96'	U-14
89' x 30' x 57' x 89' x 95	S-8
90' x 45' x 75' x 100' x 30'	F-11
90' x 50' x 60' x 85'	L-27
90' x 55' x 90' x 100'	E-10
90' x 55' x 90' x 110'	J-55
90' x 55' x 105' x 95'	J-46
90' x 65' x 75' x 90'	A-16

<u>Approximate Dimension</u>	<u>Lots (Continued)</u>
90' x 65' x 90' x 110'	J-54
90' x 73' x 67' x 80'	S-2
90' x 75'	C-2
90' x 80'	A-20
90' x 80' x 60' x 60'	L-15
90' x 80' x 90' x 90'	A-21
90' x 80' x 95' x 80'	K-10
90' x 84' x 68' x 141'	M-25
90' x 85'	D-17
90' x 85' x 60' x 60'	K-8
90' x 85' x 85' x 70'	D-42, D-43
90' x 85' x 90' x 61'	T-28
90' x 86' x 55' x 82'	R-5
90' x 90'	A-6, A-7, T-16
90' x 90' x 75' x 90'	A-12
90' x 90' x 80' x 70'	H-2
90' x 90' x 80' x 75'	V-12
90' x 90' x 80' x 80'	J-56
90' x 92' x 85' x 92'	T-19
90' x 100' x 60' x 100	I-3
90' x 105' x 77' x 82'	L-2
90' x 122' x 15' x 127'	L-48
90' x 170' x 165' x 50'	O-25
91' x 100' x 75' x 104'	U-10
92' x 60' x 85' x 92'	L-25
92' x 80' x 75' x 140'	O-7
92' x 80' x 90' x 100'	K-4
92' x 85' x 48' x 85'	M-21
92' x 90' x 90' x 100'	N-1
92' x 90' x 134' x 65'	T-20
94' x 80' x 102' x 105'	L-12
94' x 105' x 89' x 69'	P-6
95' x 70' x 80' x 85'	J-40, M-22

<u>Approximate Dimension</u>	<u>Lots (Continued)</u>
95' x 70' x 85' x 60'	L-23
95' x 85' x 80' x 70'	D-44
95' x 125' x 70' x 105'	J-37
95' x 127' x 26' x 112'	L-47
96' x 90' x 157' x 65'	O-11
97' x 65' x 118' x 45' x 50'	T-9
97' x 80' x 85' x 85'	S-13
97' x 90' x 80' x 80'	R-8
98' x 55' x 85' x 104'	L-37
99' x 80' x 80' x 95'	M-5
99' x 155' x 30' x 104'	U-12
100' x 43' x 135' x 70'	O-29
100' x 55' x 90' x 100'	I-4
100' x 70' x 105' x 90'	J-29
100' x 80' x 80' x 90'	U-1
100' x 85' x 60' x 104'	M-18
100' x 86' x 80' x 85'	M-10
100' x 93' x 50' x 104'	M-30
100' x 95' x 40' x 88'	Q-2
100' x 95' x 65' x 85'	L-8
100' x 100' x 70' x 100'	E-1
100' x 100' x 90' x 55'	A-13
100' x 101' x 70' x 90'	O-4
100' x 104' x 64' x 105'	M-29
100' x 112' x 65' x 86'	R-4
100' x 122' x 30' x 104'	S-11
100' x 155' x 60' x 101'	O-5
103' x 65' x 113' x 155'	Q-8
103' x 80' x 99' x 80'	M-4
103' x 87' x 72' x 35'	L-18
103' x 96' x 30' x 155'	U-13
103' x 97' x 75' x 87'	T-10
104' x 46' x 85' x 130'	M-17

Approximate DimensionLots (Continued)

104' x 70' x 126' x 95'	U-9
104' x 75' x 100' x 93'	U-6
105' x 50' x 115' x 60' x 75'	J-47
105' x 65' x 143' x 105'	J-30
105' x 85' x 110' x 45'	F-10
105' x 90' x 65' x 45'	K-14
105' x 90' x 90' x 95'	L-3
105' x 110' x 65' x 112'	L-13
106' x 82' x 100' x 34'	N-3
107' x 40' x 165' x 150'	O-26
108' x 70' x 80' x 85'	T-1
108' x 97' x 51' x 80'	M-13
108' x 125' x 87' x 40'	L-21
109' x 141' x 49' x 85'	M-24
110' x 50' x 115' x 70' x 85'	J-43
110' x 55' x 50' x 80'	O-8
110' x 55' x 165' x 125'	J-15
110' x 60' x 90' x 110'	J-48
110' x 68' x 65' x 94'	Q-15
110' X 75' X 120' X 100'	J-7
110' x 80' x 125' x 80'	J-14
110' x 90' x 95' x 60'	H-1
112' x 100' x 56' x 90'	L-14
113' x 55' x 70' x 113' x 65'	O-13
113' x 75' x 105' x 60'	O-28
113' x 91' x 40' x 85' x 40'	Q-9
114' x 90' x 94' x 60'	T-12
115' x 20' x 114' x 40' x 107'	O-9
115' x 35' x 105' x 105' x 80	L-20
115' x 50' x 100' x 90'	J-44
115' x 70' x 82' x 80'	D-19
115' x 86' x 50' x 97'	M-12
116' x 45' x 95' x 90'	O-24

<u>Approximate Dimension</u>	<u>Lots (Continued)</u>
117' x 40' x 107' x 70' x 65'	O-27
117' x 78' x 40' x 103'	Q-7
118' x 50' x 60' x 21' x 84' x 55'	T-8
118' x 94' x 55' x 95'	M-7
120' x 67' x 116' x 75'	O-23
120' X 75' X 120' X 100	J-6
120' x 80' x 140' x 80'	J-8
120' x 96' x 45' x 114'	O-10
120' x 110' x 85' x 70'	L-10
120' x 110' x 95' x 20'	J-39
125' x 75' x 105' x 90'	J-13
125' x 100' x 100'	J-38
125' x 119' x 40' x 78'	Q-6
126' x 70' x 127' x 58'	U-8
127' x 70' x 104' x 95'	U-7
130' x 40' x 130' x 50' x 105'	A-14
130' x 50' x 90' x 100'	A-15
130' x 109' x 30' x 129'	S-10
134' x 65' x 48' x 119'	Q-5
134' x 95' x 167' x 50'	T-21
136' x 109' x 34'	L-16
140' x 61' x 50' x 135'	O-6
140' x 80' x 125' x 80'	J-12
140' x 80' x 150' x 65'	J-9
140' x 87' x 55' x 90'	T-23
150' x 90' x 140' x 75'	J-11
150' x 90' x 150' x 60'	J-10
160' x 65' x 110' x 120'	J-17
180' x 55' x 160' x 95' x 70'	J-16

Please refer to Exhibit "A" for a visual representation of the community layout.

B. Setback and Minimum Separation Distance Requirements

There are several requirements of law with respect to how far each manufactured home within the Community must be set back from the borders of its lot and the distance

must be maintained from each manufactured home in the Community and its supporting facilities (such as, for example, a carport) to other manufactured homes, supporting facilities and structures in the Community.

Pursuant to Rule 4A-42.005, Florida Administrative Code, the State Fire Marshall has adopted the code of the National Fire Protection Association. This code sets forth minimum separation distance requirements between manufactured homes as follows:

4-2.1 Fire Safety Separation Requirements

4-2.1.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3 m) side to side, 8 ft. (2.4 m) end to side, or 6 ft. (1.8 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials that will provide a 1-hour fire rating or the structures are separated by a 1-hour fire-rated barrier. (See 4-4.1)

4-4 Accessory Building or Structure Fire Safety Requirements

4-4.1 Setback Requirements: Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 3 ft. (0.9 m) from an accessory building or structure on an adjacent site. An accessory building or structure constructed of combustible materials shall be located no closer than 5 ft. (1.5 m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal, the Lake County Building and Zoning Authority has imposed setback and separation requirements as follows:

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, any such requirements may be modified or repealed. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the Filing Date (the date this prospectus was filed with the Division of Florida Land Sales, Condominiums and Mobile Homes). Prospective Home Owners of the Community are advised to inquire with the above-referenced authorities with respect to these matters.

C. Lots Sharing Facilities

On the Filing Date, the maximum number of manufactured home lots sharing the facilities of the community is 485.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the community are as follows:

A. Buildings

Recreational Building. The recreation building is located in the middle portion of the community adjacent to Sunlake. The recreation building has a capacity of 137 persons. The recreation building is comprised of eight (8) rooms. A description of each of the rooms, each room's intended purpose, and each room's approximate floor area is as follows:

<u>Description of Room</u>	<u>Purpose</u>	<u>Approximate Floor Area</u>
Entrance Foyer	Entry Hall to Clubhouse	96 Square Feet
Main Hall	General Gatherings	1,344 Square Feet
Card Room	Card Game / Activities	350 Square Feet
Kitchen	Food Preparation / Serving	168 Square Feet
Storage (Left)	Equipment Storage	60 Square Feet
Storage (Right)	Equipment Storage	84 Square Feet
Billiards Room	Pool Tables	408 Square Feet
Men's Restroom	Lavatory Facilities	121 Square Feet
Women's Restroom	Lavatory Facilities	121 Square Feet
Storage	Air Conditioning Room	66 Square Feet

B. Swimming Pool(s)

There is a swimming pool located adjacent to the Recreation Building. The swimming pool is approximately 1,100 square feet, with depths ranging from 3 to 6 feet. The swimming pool is heated and has a capacity of approximately 20 persons, and is surrounded by approximately 3,778 square feet of pool decking.

C. Other Facilities and Permanent Improvements

Spa. There is a heated spa located adjacent to the swimming pool. The spa is approximately 24 square feet, and has an approximate depth of 4 feet. The spa has a capacity of 8 persons, and is surrounded by approximately 160 square feet of decking.

Shuffleboard Facilities. The community contains 4 shuffleboard courts, which are located adjacent to the Recreation Building and swimming pool.

Propane. The community contains an underground propane tank located near the pool area.

Ceramic Shop. The community contains a ceramic shop located on the far western edge of the community.

D. Personal Property

The following is a general description of the items of personal property available for use by residents.

Recreation Building. The Recreation Building contains kitchen appliances, regular tables, card tables, chairs, and a pool table.

Pool Area. The pool area contains tables, chairs, and chaise lounges.

Shuffleboard Facilities. The shuffleboard facilities contain assorted shuffleboard equipment.

Ceramic Shop. The ceramic shop contains art supplies and kilns necessary for ceramics and other crafts.

E. Days and Hours of Operation

All recreational and common facilities will generally be open during daylight hours except for such times as posted on the affected facility. The specific hours of operation are described in the Community Rules and Regulations. The Community Owner or Community Manager expressly reserves the right to alter the days and hours of operation in accordance with procedures described in the Community Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notice on the affected facility.

F. Completion of Improvements

All facilities described in this Section IV have been completed as of the Filing Date, except as otherwise noted therein. The development of additional phases of manufactured home lots within this community may have an effect on the number and type of recreational and common facilities available for use by the Home Owners. The Community Owner or Community Manager reserves the right from time to time to alter or change any of the above listed facilities and amenities by the removal, relocation or alteration of existing facilities and amenities or the construction of new facilities. No assurance is given that any of the foregoing facilities will remain available for the residents' use for any specified period after the Filing Date.

V. COMMUNITY MANAGEMENT AND MAINTENANCE

The Community Owner or Community Manager has the exclusive right to make decisions as necessary for community operation and management. The community will be managed by a Community Manager. The Community Manager's office will have posted days and hours of operation. Normal office hours are subject to change after 10 days written notice is given to all community residents. Notice of a change in hours will be deemed "given" when either: (1) hand delivered to the Tenant; or (2) placed in the U.S. Mail by either the Community Owner or Community Manager or its agent. All questions and problems concerning community operations should be directed to the Community Manager. Emergencies may be reported at any time.

The maintenance and operation of the community property is also the responsibility of the Community Manager. The Community Manager may from time to time employ private contractors for any repairs or maintenance the Community Owner or Community Manager deems necessary or appropriate to properly maintain the community. The services provided by the Community as of the filing date include maintenance of the common areas and recreational facilities. The Community Owner or Community Manager reserves the right, upon 90 days prior written notice to each Home Owner, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the community.

VI. HOME OWNER OBLIGATIONS

A. Required Improvements

Home Owners must install the improvements listed below as a condition of their occupancy in the community. All plans must be approved in writing by the Community Manager prior to commencement of work. Additional information on the specific required improvements is available from the Community Manager. Only those improvements constructed in accordance with the approved plans will be allowed.

- 1: Only new mobile homes having a minimum size of 24 feet X 32 feet will be approved for placement in the Community.
2. Utility hook up and connection, along with normal manufactured home set-up, including tie-downs or anchors, must be provided by the Home Owner at their own expense in accordance with state and local government requirements and manufacturer's specifications. The Home Owner is responsible for proper set-up of the manufactured home and for obtaining and paying for all permits and fees of any nature associated with the initial location and setup of the manufactured home.
3. Home owner must install a cement driveway with a minimum width of 11 feet.
4. Home owner must install a full length carport.
5. Home owner must install a storage room integral to the carport.
6. Home owner must install Community approved landscaping and sod entire lot.
7. Home owner must install community approved skirting.
8. Home owner must install a screened room attached to the mobile home.

Home Owners assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), Florida Statutes, will be required to install the foregoing improvements to the manufactured home they are purchasing. The assuming Home

Owner will be required to install improvements subject to the same terms and conditions of the Prospectus as delivered to the initial recipient.

Any Home Owner who intends to install an improvement to the exterior of the home or to the lot, including the above listed improvements, painting, awnings, driveways, trim, plantings, landscaping, or any other visible improvement to the exterior of the home or lot, must submit their plans in writing to the Community Manager. The Community Manager must approve all requested improvements in writing, prior to commencement of work.

B. In general, and except as expressly provided to the contrary in this prospectus, each Home Owner is responsible for the maintenance and repair of his or her manufactured home, manufactured home lot, and all improvements thereon, including drainage of the home site to the Community's storm drainage system; maintenance of landscaping, including tree trimming and removal, edging and any other landscaping on the home site; trimming of the lawn and driveway areas; maintenance of the irrigation system, if any; home site subsidence which may cause foundation modification and fill requirements for the home or home site; and any other events which may cause the Home Owner to incur expense to maintain or repair those items within the boundaries of the home site. Trees, while still the responsibility of the home owner, may not be trimmed or removed without the express written consent of the Community Manager.

To the extent that the Community Owner or Community Manager agrees to enhance the landscaping or the Home Owner's site or to add or improve an irrigation system for the home site, the Home Owner agrees to maintain that landscaping or irrigation system in accordance with the terms of this section and Community rules and regulations.

VII. UTILITIES AND OTHER SERVICES

<u>TYPE OF SERVICE</u>	<u>PERSON OR ENTITY FURNISHING SERVICE</u>	<u>MANNER PROVIDED</u>
Water Supply	Community	The charge for this utility is included in lot rental amount. Water is provided to each individual lot by the community through the use of community owned wells.
Sewage Disposal	Community	The charge for this utility is included in lot rental amount. Sewage disposal is provided by the community to each individual lot.
Waste Collection and Disposal	Town & Country	The charge for this utility is included in lot rental amount. Residents are responsible for placing properly bagged garbage or trash in the designated pick-up spots within the community.

(Continued)

<u>TYPE OF SERVICE</u>	<u>PERSON OR ENTITY FURNISHING SERVICE</u>	<u>MANNER PROVIDED</u>
Basic Cable TV	Time Warner BRIGHT HOUSE	The charge for this utility is included in lot rental amount.
Telephone	United Telephone SPRINT	The charge for this service is not included in lot rental amount. Telephone service is provided to each home site by United Telephone Company of Florida. It is the residents sole responsibility to obtain this service. The cost of this service is billed directly to the resident by the service provider.
Electricity	Florida Power Corporation PROGRESS ENERGY	The charge for this utility is not included in lot rental amount. Electric service is provided to each home site by Florida Power Corporation. It is the residents sole responsibility to obtain this service. The cost of this service is billed directly to residents by the service provider.
Storm Drainage	Community	The charge for this utility is included in lot rental amount. Storm drainage is provided by the community through natural drainage of run off into a drainage retention pond.

CHANGES TO UTILITIES AND OTHER SERVICES: The Community Owner or Community Manager reserves the right, upon 90 days prior written notice to each Home Owner, to change any utility or other service provided, the manner of providing that utility or service, or the manner in which that utility or service is charged. The Home Owner may be charged separately in the future by the Community Owner or Community Manager or by a third party provider for any utilities or services that are presently provided or which may become available in the Community; and may be separately charged for future capital improvements related to such utilities or other services; or for taxes or charges for those utilities if imposed by local and state government, special taxing districts or utility companies.

VIII. LOT RENTAL AMOUNT

LOT RENTAL AMOUNT means all financial obligations, except user fees; which are required as a condition of the tenancy. Lot rental amount includes, but is not limited to, the following:

"Base rent" means the amount paid by the Home Owner for the use and occupancy of the lot and use of related Community facilities, if any, which is paid monthly. Base rent may vary within the Community due to home site location, home site size, the amount established for the Home Owner at the time of occupancy or due to the amount discounted in a sales incentive program. The Base Rent may be adjusted in accordance with the terms of this prospectus at the expiration of any rental term, notwithstanding the amount of Base Rent charged in any prior period.

"Special use fee" means certain separately itemized amounts for specific services or privileges which are charged in addition to base rent.

"Pass-through charge" means the Home Owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities.

"Government or utility charge" means any charge imposed by the Community Owner or Community Manager on the Home Owner, in addition to the base rent, for reimbursement of any costs incurred by the Community Owner or Community Manager, caused, or charged by any state, federal, or local government or utility company.

"Assessment" means a charge which is based on increased costs to the Community Owner or Community Manager, and imposed in addition to the base rent.

COMPUTATION OF LOT RENTAL AMOUNT

The following is a listing of all of the types of financial obligations, except user fees, which are required as a condition of tenancy.

A. Base Rent

The base rent for your lot is \$ _____ per month, due on the first day of the month.

B. Special Use Fees

Special use fees that the Home Owner will be responsible for include:

1. Investigation/
Credit Check Fee: \$ _____ Due at the time of application, this one-time charge will cover costs for determining eligibility, including credit worthiness, of any applicant for residency in the community. This fee will be charged by the

Community Owner or Community Manager, as allowed by law, in qualifying a prospective tenant in the community.

2. Entrance Fee: \$ _____ A one-time entrance fee is imposed on all new manufactured home placement in the community in accordance with Section 723.041, Florida Statutes.
3. Late Payment Fee: \$ _____ Due on lot rental amount payments received after the 5th day of the month.
4. Returned Check Fee: \$ _____ Due per check on tenant's checks not honored by a financial institution.
5. Pet Fee: \$ _____ Per pet per month.
6. Guest Fee: \$ _____ Per month for guests remaining in excess of fifteen (15) consecutive days or more than thirty (30) days in one year.
7. Lawn Mowing and Cleanup Fee: \$ _____ Per service if management must have the lot mowed, edged or have the shrubs or trees trimmed.
\$ _____ Per service or \$ _____ per worker/hour charged for cleanup costs if Tenant(s) fail to keep yard areas clean.
8. Garbage/Refuse Fee: \$ _____ Charge for removing any garbage/refuse not removed as normal garbage/refuse by the waste collection and disposal service.
9. Vehicle Towing Fee: \$ _____ If the Community Owner or Community Manager is required to remove an unauthorized or illegally parked vehicle(s), Tenant will be charged the actual amount charged by the tow truck operator, including any storage charges.

10. Special Service Fee: \$ _____ Per service call or \$ _____ per worker/hour for any repair, maintenance or service performed by the community or charge incurred by the community, which was caused by the tenant's failure to comply with community rules. (See Rules).

11. Taxes or Governmental Assessments: \$ _____ All increases in taxes or governmental assessments of any nature required to be paid now or in the future by any governmental entity. Such increases in taxes or assessments shall be in addition to the base rent.

C. Pass-through Charges

The Home Owner will be responsible for payment of any pass-through charge, which is the Home Owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the Home Owner on a pro rata basis. The pro rata share per lot will be determined by dividing the total charge or cost by the total number of leased manufactured home spaces in the community.

D. Government or Utility Charges

The Community Owner or Community Manager may charge the Home Owner for any costs incurred by the Community Owner or Community Manager, which are caused or charged by any state, federal, or local government or utility company. These charges will be assessed to the Home Owner, based on actual usage which may be by meter or other measurement, on a pro rata basis, or based on the benefit conferred on the Home Owner. (See VIII. C. above, for the method of computing pro rata shares.) Certain of these government or utility charges, subject to the requirements of Chapter 723, may be "passed on" by the Community Owner or Community Manager at any time during the term of the lot rental agreement including but not limited to ad valorem property taxes and utility charges, or increases of either, or any other fee, cost, charge or assessment authorized by law to be "passed on". These "pass on" charges may be assessed more often than annually and if charged for separately, the allowable "pass on" charges will not be otherwise collected in the remainder of the lot rental amount.

E. Generally

The costs of all other services required by the Home Owner are solely the Home Owner's responsibility.

The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date (the date upon which the prospectus is delivered to the Home Owner). As disclosed in this Prospectus, such amounts are subject to increase.

Wherever a "0" or no amount is filled in a blank, for the amount charged for any category described above, it means that charge is not imposed by the Community Owner or Community Manager on the Delivery Date. That charge may be implemented or increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Community Owner or Community Manager's right to collect from the Home Owner any damages that the Community Owner or Community Manager may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the Home Owner or anyone permitted to be on community property by the Home Owner.

INCREASES IN LOT RENTAL AMOUNT

The manner in which lot rental amount will be increased is as follows:

F. Notice of Increase. The Home Owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase. Notice of a rental increase will be deemed "given" when either: (1) hand delivered to the Home Owner; or (2) placed in the U.S. Mail by either the Community Owner or Community Manager or its agent.

G. Lot Rental Amount Increase. An increase in one or more of the following factors may result in an increase in the Home Owner's lot rental amount or user fees:

1. "Increased costs" which refers to any increases experienced by the Community Owner or Community Manager since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Community. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but are not necessarily limited to: (1) costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal; (2) property taxes and special assessment and levies; (3) insurance premiums; (4) the cost of general repairs; (5) the cost of janitorial, security, cleaning, window washing and pest control; (6) the cost of redecorating, renovating and landscaping the common facilities or areas in the Community, and of striping, patching and repairing any roadways, vehicular parking areas or storage areas in the Community; (7) the cost of providing heating, ventilating and air-conditioning services to any recreational building or other

common area or facility in the Community; (8) reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Community; (9) management fees paid in connection with the operation and management of the Community, including any such fees paid to Community Owner or Community Manager or any affiliate of Community Owner or Community Manager; (10) the cost of capital improvements or major repairs made in or for the benefit of the Community, and the funding of any reserves for capital improvements or repairs; and, (11) license fees, permit fees and other fees and charges payable to the state of Florida or any agency or municipality thereof.

2. "Prevailing Market Rent" refers to the lot rental amount imposed in manufactured home communities which are comparable to this Community, or the lot rental amount willingly paid from time to time by new residents of this Community. A community will be deemed comparable if it is located in the same competitive area as this Community, and offers similar facilities, amenities, services and/or management.

3. "Prevailing Economic Conditions" refers to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount or any increase in the amount thereof. These factors may include, but are not necessarily limited to: (1) the costs attendant to the replacement of this Community in the economic environment existing at the time of any increase in the lot rental amount, including land acquisition costs, construction costs, and losses associated with the operation of a manufactured home Community prior to full occupancy, and the level at which the lot rental amount must be established in order that the Community Owner or Community Manager will realize a reasonable rate of return on the costs referred to in this clause; (2) the level at which the lot rental amount must be established in order that the Community Owner or Community Manager will realize a reasonable return on the "Owner's Equity;" for this purpose, the "Owner's Equity" refers to the fair market value of the Community from time to time, less existing mortgage indebtedness; (3) the level at which the lot rental amount must be established in order to pay the level of interest rates and other financing charges associated with construction, interim and permanent financing, including the cost of purchase of the property; (4) the availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to yield a greater return on investment capital; (5) the levels of the Consumer Price Index, U.S. City Average - All Urban Consumers (1982-84 = 100) and/or any other widely accepted replacement index measuring the relative value of the U.S. dollar; (6) other economic factors which might reasonably be expected to affect either the value of the Community, the rate of return available to the Owner of the Community at the existing level of the lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Community in order to realize a rate of return

similar to other at risk real estate ventures from the then current value of the Community.

H. The Community Owner or Community Manager reserves the right to increase the lot rental amount, upon ninety days notice, on a date other than the expiration date of the term of the lot rental agreement, when the manner of increase is disclosed in the prospectus and rental agreement, the term of the rental agreement exceeded twelve months, and provided that the increase in lot rental amount shall occur no more frequently than annually.

IX. USER FEES

Each Home Owner is responsible for the payment of user fees if the Home Owner agrees to the provisions of services for such fees by the Community Owner or Community Manager.

"User fees" are defined as those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Community Owner or Community Manager to the Home Owner under a separate written agreement between the Home Owner and the person furnishing the optional service or services.

User fees may be charged or increased in the management's sole discretion. Factors considered include increased costs, prevailing market rent, and prevailing economic conditions (see VIII.H., Lot Rental Amount Increase). Notice of an increase or change in user fees will be given to the Home Owner 10 days prior to the increase. Notice of increases will be given by posting a notice at the community office.

There are currently no user fees charged.

X. ADDITIONAL CONSIDERATIONS

A. The Community Owner or Community Manager reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law.

B. Purchasers assuming the remaining portion of a rental agreement as allowed by subsection 723.059(3), Florida Statutes, as amended, are hereby notified that, upon expiration of the term of the assumed rental agreement, the Community Owner or Community Manager expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Community Owner or Community Manager based on prevailing market rent or any of the factors set forth in this Prospectus.

The seller of a manufactured home is required to deliver their prospectus to the purchaser. The seller must advise the Community Owner or Community Manager of the imminent sale of the manufactured home and of the prospective purchaser's name and address.

The purchaser must be qualified for tenancy by the Community Owner or Community Manager prior to purchase of the home. The purchaser may not assume the remainder of the term of the rental agreement until screened for eligibility as a prospective Home Owner under the community's then existing rules and regulations, and must agree to any increase in lot rental amount in writing prior to occupancy. Any purchaser who is not approved for tenancy may be required to move the home from the park.

C. No court action may be brought by any Home Owner or homeowners association representing the Home Owners, relating to a dispute concerning changes to the rules and regulations; reduction in services or utilities, or an increase in lot rental amount unless and until a request has been submitted to the Department of Business and Professional Regulation for mediation, and the request has been processed in accordance with section 723.038, Florida Statutes, as amended.

D. The Community Owner or Community Manager and the Home Owner may agree to a modification of the terms and conditions established under the prospectus or rental agreement provided that such modification is agreed to in writing by the Community Owner, not any agent thereof, including the Community Manager.

XI. COMMUNITY RULES AND REGULATIONS

A. The current Community Rules and Regulations are attached as Exhibit B to this prospectus and incorporated by reference herein as part of this disclosure document. The Community Owner or Community Manager reserves the exclusive right to make, change, or promulgate community rules during the term of the tenancy.

B. Pursuant to subsection 723.037(1), Florida Statutes, the Community Owner or Community Manager shall give written notice to each Home Owner at least ninety (90) days prior to any change in rules and regulations. Rules adopted as a result of restrictions imposed by government entities or those required to protect the public health, safety and welfare may be enforced prior to the expiration of the ninety (90) day period.

XII. ZONING

As of the Filing Date, the zoning of the community is R-3, with a Special Exception for mobile home park. The permitted uses under this classification include manufactured home communities. The name of the zoning authority which has jurisdiction over the land comprising the community is Lake County Building and Zoning Authority.

The Community Owner or Community Manager has no definite future plans to seek a change in the use of the land comprising the community.

XIII. EXHIBITS

- A. Community Lot Layout
- B. Rules and Regulations
- C. Rental Agreement

This Prospectus was determined to be adequate to meet the requirements of Chapter 723, Florida Statutes, by the Division of Florida Land Sales, Condominiums and Mobile Homes, as follows:

Date This Prospectus Approved: _____

Prospectus Number Assigned by Division: PRMZ001825-P22392

Lot to Which This Prospectus Applies: _____

Notwithstanding anything to the contrary in this prospectus, including the rental agreement, rules and regulations or any other exhibits to the prospectus, the homeowner's proportionate share of pass-through charges shall be defined as:

"Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

SUNLAKE ESTATES ADDENDUM TO PROSPECTUS

AMENDMENTS DEEMED ADEQUATE BY DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES

I. **Name and Address of Community Owner:**

Community Sunlake Joint Venture
29399 U.S. 19N, Suite 320
Clearwater, Florida 33761-2137

II. **Name and Address of Person Authorized to Receive Notices and Demands on Behalf of Community Owner:**

All Legal Notices and Demands (Including
legal notices and demands required
by Chapter 723, F.S.)

Community Sunlake Joint Venture
c/o American Land Lease, Inc.
Attn: President
P.O. Box 16059
Clearwater, FL 33766

All Other Non Legal Notices and
Demands

American Land Lease, Inc.
Attn: President
P. O. Box 16059
Clearwater, FL 33766

With a Copy To:

General Counsel
American Land Lease, Inc.
29399 U.S. Hwy. 19N, Suite 320
Clearwater, FL 33761-2137

Site Plan

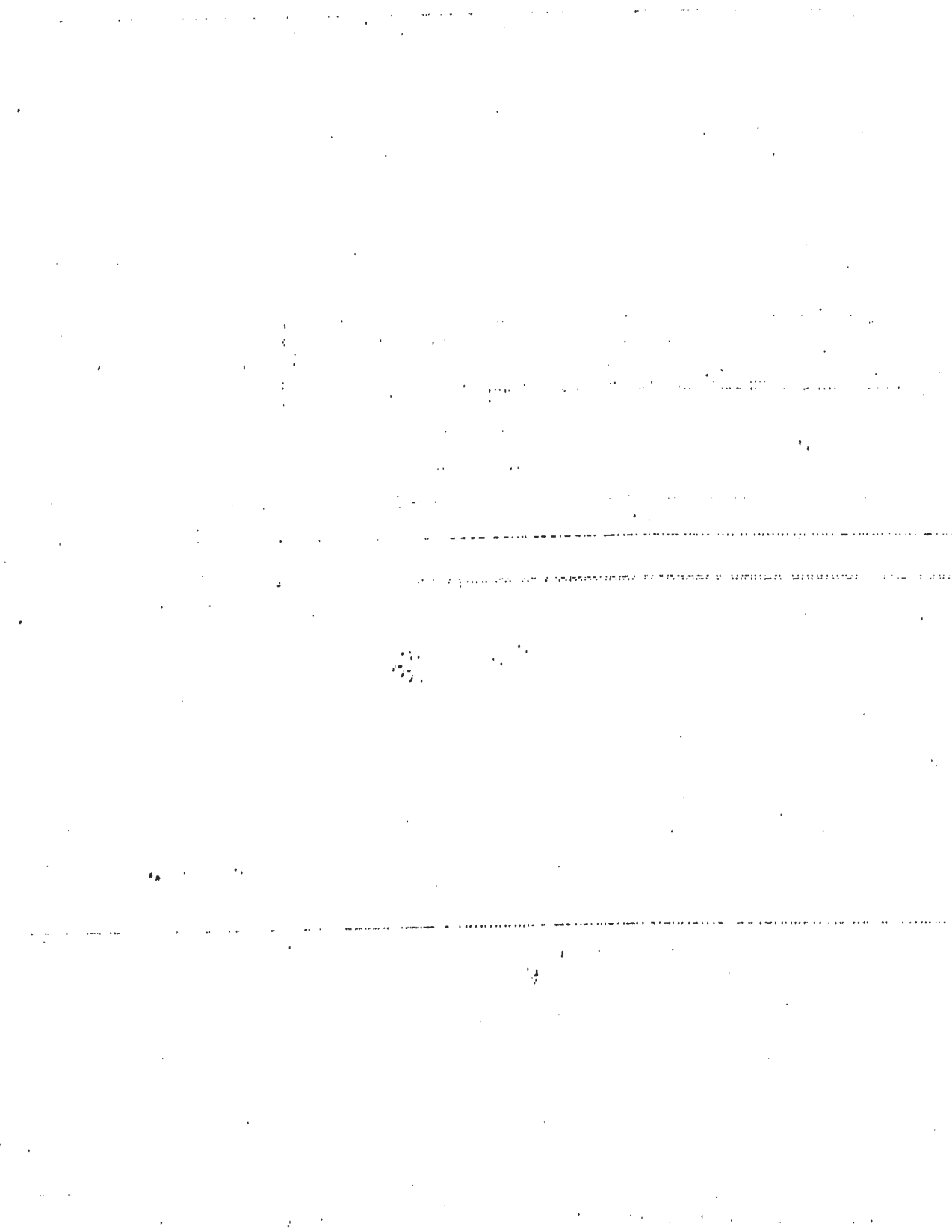


EXHIBIT B

RULES AND REGULATIONS

1. GENERAL INFORMATION

All reasonable means have been taken to insure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of Florida law, and the remainder are to assist in the peaceful enjoyment of all residents.

These Rules and Regulations are intended to maintain the appearance Standards of the Community for your comfort and that of your visitors. A copy of the Rules and Regulations will be posted in the clubhouse and must be observed by all residents and guests. Residents shall require all persons on the premises with their consent to govern themselves in accordance with the Rules and Regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

2. RESIDENCY

2.1. An Application for Residency must be completed and the prospective resident must be qualified and approved for tenancy, in accordance with community requirements, a Prospectus delivered, and a copy of the Rules and Regulations and a Rental Agreement signed, prior to: (i) arrival of the resident's manufactured home in the Community; or (ii) the transfer of title upon sale when the home is already located in the Community.

2.2. The Community Owner or Community Manager reserves the right to: (i) refuse admittance to anyone who purchases or otherwise receives title to a manufactured home unless approved pursuant to paragraph 2.1; (ii) refuse to accept further lot rental amount payments and terminate the Rental Agreement of anyone who, after proper notice pursuant to Chapter 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Eviction, for further information); and (iii) refuse rental to any applicant.

2.3. The principal resident of each manufactured home in the Community must be its legal owner. Each additional occupant of the home must be approved for residency by the Community Owner or Community Manager, and each adult resident must have signed a copy of the Rules and Regulations and the Rental Agreement prior to occupying the home. Any increase in the number or exchange or substitution of persons in a home must have the Community Owner's or Community Manager's written approval. The Community Owner or Community Manager does allow subleasing of the home upon prior written approval, which approval shall not be unreasonably withheld.

3. SALE OF MANUFACTURED HOME

3.1. Residents have the right to sell their homes within the Community, and the prospective purchaser may become a resident of the Community. The prospective purchaser must, however, meet all requirements for tenancy prior to purchase or the purchaser will be required to move the home from the Community (see rule re: Eviction).

3.2. The purchaser, if approved for residency, shall be required to meet all Community Standards. Any existing uncorrected rule violations, whether the seller is on notice or not, concerning maintenance standards of the home, remain in effect and are applicable to the new Home Owner upon occupancy or purchase, whichever occurs first. Homes must meet all state and local code requirements, including but not limited to, electrical and plumbing standards.

3.3. The Community Owner or Community Manager requires that any manufactured home not meeting the Community's established standards, as required by these Rules and Regulations, or any manufactured homes which are improperly maintained, be repaired to meet Community Standards. Failure of residents to meet the Community's requirements shall be a violation of these Rules and Regulations.

4. FIFTY-FIVE AND OLDER COMMUNITY

This Community is intended and operated for occupancy by persons 55 years of age and older. As such, this Community shall adhere to the requirements of the Housing for Older Persons Act of 1995. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy.

At the time of application for initial occupancy or demand of Community Management, all prospective residents and all existing residents shall be required to produce for inspection and copying, the following age verification documentation: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of a household age 18 or older asserting that at least one person in the unit is 55 years of age or older. The minimum age for all residents is 45. The Community Management reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995.

On January 1st of each even numbered year, all existing residents shall be required to provide the names and ages of all current occupants of the unit, in writing, to Community Management. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations and the home owner may be subject to eviction pursuant to Section 723.061, Florida Statutes.

5. FEES, CHARGES, AND ASSESSMENTS

5.1. Payments: All payments are due and payable on or before the first day of the month in which they are due. A late fee will be assessed for each payment received after the 5th day of the month in which it is due. All payments received from residents must be in U.S. funds. Payments are applied first to any late fees, returned check fees, or special service fees which may be owing, then to any utility charges due, and then the remaining balance is applied to any monthly lot rental amount balance due. Payments should be mailed to the address indicated on the payment coupon.

5.2. NSF Checks: A return check fee will be charged for all checks returned for insufficient funds, and such checks may be treated by the Park of non-payment of lot rental amount. Only money orders or cashier's checks will be accepted from any resident who has twice written checks on insufficient funds.

5.3. All fees, charges and assessments are set forth fully in the Community Prospectus.

6. GUESTS

6.1. All persons who are not specifically named in the Rental Agreement are considered as guests. A guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year. The Home Owner may be subject to fees for any person(s) staying longer than these periods.

6.2. Guests are entirely the responsibility of their resident hosts and must comply with Community Regulations. Guests who are unruly or who create disturbances will be asked to leave. The Community facilities are primarily for the use and enjoyment of the residents. When conditions permit, guests will be allowed to use the Community facilities, however, guests under the age of sixteen (16) must be accompanied by the resident host at all times.

6.3. All overnight guests or guests who will be using Community recreational facilities, must be registered by their resident host at the office during normal office hours. Guests arriving on weekends or holidays may be registered during office hours the last day prior to their arrival. Failure to register your guest will subject the guest to immediate removal from the Community. Guests must notify the office upon departure.

7. MAINTENANCE OF EXISTING MANUFACTURED HOMES

Residents who commence occupancy in the Community, whether by purchase or other transfer of title of an existing home or by installing a home, must meet Community Standards, together with these requirements. The Community Owner or Community Manager is in the continual process of maintaining these Community Standards and reserves the right to require New Residents to comply with Community Standards in effect at the time of New Resident's entrance into the community. These requirements may be modified by the Community Owner or Community Manager due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of the

Community Owner or Community Manager. The Community Owner or Community Manager reserves the right to remove and/or replace, at the Home Owner's expense, any alterations or modifications to the manufactured home which were installed in violation of these rules and regulations.

7.1. Maintenance: All homes, including any garages, carports, sheds, or any other items placed on a lot by resident, must be maintained in a clean and orderly manner. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. The Community Owner or Community Manager reserves the right to require repairs, repainting or other maintenance that is needed to maintain Community Standards.

7.2. Exterior Surfaces: The exterior surfaces of the manufactured home including the eaves and trim shall be kept free of mildew or discoloration. Peeling, fading, or damaged exterior surfaces must be restored to the original new condition. All exterior colors and materials used in improving the home, including paint color, trim, skirting and siding, must be approved in writing by the Community Owner or Community Manager prior to their use on the home. The materials used should be consistent with the types of materials used on new homes being brought into the community.

7.3. Alterations/Additions: Residents are encouraged to upgrade their manufactured homes. To ensure that individual actions are aesthetically compatible with other homes in the Community and in accordance with Community standards, all improvements, additions, and alterations, including replacement of existing air-conditioning units, carports, screened-in areas, awnings and utility buildings, must be approved by the Community Owner or Community Manager prior to commencement of work. Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of record. All improvements must be completed within thirty (30) days of approval by the Community Owner or Community Manager. For additional information on Community Standards, please see "Improvements to be Installed by New Residents".

7.4. Antennas: Cable television service is available to residents of the Community. No other antennas, except small satellite and broadcast TV antennas (less than one meter in diameter), shall in any way be attached to or protruding from any manufactured home or manufactured home site. All other sending and receiving antennas are prohibited. Further, any equipment that interferes with neighboring reception is prohibited.

7.5. Storage: To avoid fire hazards and to promote safety, the space immediately underneath a manufactured home shall not be used for storage. Patios may not be used for storage and storage on lots is prohibited unless approved by the Community Owner or Community Manager.

8. IMPROVEMENTS TO BE INSTALLED BY NEW RESIDENTS

The improvements listed below are required to be installed by all new residents of the community if disclosed in the resident's prospectus. All plans for new improvements must be approved by the Community Owner or Community Manager prior to commencement of work and all necessary permits obtained and displayed. All work must be completed within thirty (30) days of approval by the Community Owner or Community Manager and work to be done must be included in the Purchase Contract for the manufactured home.

8.1. Home Set Up: The home must be blocked and tied down with approved anchors. Tie-downs, anchors and blocking must meet all standards set by state, county, city or any other governmental agencies, as well as manufacturers specifications. The set up of the home must be performed by a properly licensed contractor. The Home Owner is responsible for assuring that home set up, including all blocking, tie downs and anchoring, is in conformance with all regulatory, governmental and manufacturer requirements and that those anchors, tie downs and blocking are maintained in good condition.

8.2. Utility hook up and connection, along with normal manufactured home set-up, including tie-downs or anchors, must be provided by the Home Owner at their own expense in accordance with state and local government requirements and manufacturer's specifications. The Home Owner is responsible for proper set-up of the manufactured home and for obtaining and paying for all permits and fees of any nature associated with the initial location and setup of the manufactured home.

8.3. Home owner must install a cement driveway with a minimum width of 11 feet.

8.4. Home owner must install a full length carport.

- 8.5. Home owner must install a storage room Integral to the carport.
- 8.6. Home owner must install Community approved landscaping and sod entire lot.
- 8.7. Home owner must install community approved skirting.
- 8.8. Home owner must install a screened room attached to the mobile home.

9. ENTERING MANUFACTURED HOMES

9.1. Size and Age: The minimum size and age of a manufactured home entering the Community must be approved by the Community Owner or Community Manager prior to the time the home is brought into the Community.

9.2. Set-Backs and Placement: Prior to installing a manufactured home on a lot, placement must be approved by the Community Owner or Community Manager. Resident shall observe all local governmental building and zoning codes.

10. MANUFACTURED HOME SITES

10.1. Alterations: Any alterations or modifications to a manufactured home site, including attachments, driveways, landscaping, trees, sidewalks or other items that will affect the exterior appearance of the residence, must have the written consent of the Community Owner or Community Manager prior to commencement of work. Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of record. The Community Owner or Community Manager reserves the right to remove and/or replace, at the Home Owner's expense, any alterations or modifications to the manufactured home site which were installed in violation of these rules and regulations.

10.2. Maintenance: Resident is responsible for the overall appearance of the home site. Lot must be kept clean, orderly, and free of litter and debris. Resident must maintain lawn, trees, and shrubbery thereon including mowing, trimming, watering, weeding, and the general care thereof. Home sites not maintained to satisfactory Community Standards will, after proper notice, be maintained by the Community Owner or Community Manager and the cost thereof will be charged to the resident.

10.3. Landscaping: Additional landscaping (including trees and shrubs) may be planted by the Community Owner or Community Manager or by the Home Owner, with the Community Owner's or Community Manager's prior approval of type and location. Resident is responsible for maintaining and trimming any landscaping, including trees, on the home site. Trees may not be trimmed or removed without the express written consent of the Community Owner or Community Manager.

10.4. Irrigation: The Resident shall be responsible for maintenance of the irrigation system currently on the site or which may be added at some time in the future by the Community Owner or Community Manager. Prior to installation of an irrigation system by the Home Owner, a diagram of the system shall be provided to the Community Owner or Community Manager. No installation shall proceed until the irrigation system is approved in writing by the Community Owner or Community Manager. Sprinklers and hoses shall not be left running unattended. Management may enter a lot and turn off water when over-watering causes run-off from resident's site in order to protect the manufactured home community. Water restrictions may be imposed as needed. Please make every effort to conserve water in order to avoid this possibility.

10.5. Equipment: Lawn care equipment, tools, toys, and other equipment must be stored out of sight when not in use. No articles are to be stored beneath manufactured homes or on patios.

10.6. Furniture: Only furniture specifically designed for outside use is allowed outside the home.

10.7. Laundry Lines: Only approved umbrella type laundry lines are permitted in the Community

10.8. Fencing: No fencing may be newly installed in the Community for pet runs or division of home sites. The Community Owner or Community Manager reserves the right to require the repair, repainting, or removal of existing fences if unsafe or unsightly.

10.9. Posts, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground without consulting the Community Owner or Community Manager due to the danger of interfering with or damaging underground utilities. Resident will be liable for any expense incurred by the Community resulting from violation of this Rule.

10.10. Trespass: The Community Owner or Community Manager considers each lot space within the community to be absolutely private to the demised Home Owner, and it shall be a violation of these rules and regulations for anyone to trespass through or upon the lot of another. The Community Owner or Community Manager, its employees, or other persons under the direction of the Community Owner or Community Manager may enter the site at any reasonable time to inspect the property for compliance with Community Standards or for any other reason to protect the Community and/or to repair, replace or maintain utility connections in the site which are the responsibility of the Community Owner or Community Manager.

10.11. Place of Residence Only: Home sites may be used as a residence only and are not to be used for business. A business is defined as any commercial enterprise which: (i) is required to be licensed by local or state law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising to publicize its existence; (iv) includes door-to-door canvassing of Community residents for commercial purposes; or (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its residents.

10.12. Signs: One "For Sale" sign, no larger than 10 inches by 14 inches, is allowed in the home window only. No signs are allowed in yards and violations are subject to removal by the Community Owner or Community Manager.

10.13. Storage: To avoid fire hazards and to promote safety, the space immediately underneath a manufactured home shall not be used for storage. Patios may not be used for storage and storage on lots is prohibited unless approved by the Community Owner or Community Manager.

10.13. Water Use: Washing of driveways is permitted only once a month. Washing of streets is not permitted. Automobiles may be washed once per week if due care is taken not to waste water.

11. VEHICLES AND PARKING

11.1. Speed Limit: The 15 mile per hour speed limit must be observed. Please pause at intersections and be particularly alert for bicycle traffic.

11.2. Vehicles: Operators of all motorized vehicles within the Community must have a valid operator's license. Motor bikes, go-carts, motorcycles, or any similar vehicles are prohibited. No trucks over 1 ton shall be allowed in the community except for deliveries approved in writing by Management prior to entry or community service deliveries. Pedestrians, golf carts and bicycles have the right-of-way.

11.3. Vehicle Repairs: Only minor motor vehicle repairs may be made on personal vehicles at resident's space. Motor vehicles not in operating condition or without current license plates are not allowed in the Community for more than 24 hours. Vehicles in violation will be towed away at the vehicle owner's or Home Owner's expense. Major repairs to vehicles, such as the removal of engines, transmissions, or other major mechanical repairs, will not be permitted on the lot, carport, street, or parking areas. Painting of vehicles or other equipment in the Community is prohibited.

11.4. Street Parking: Streets are Fire Lanes. No parking is permitted on the streets which must be kept clear to allow passage of emergency vehicles.

11.5. Parking Spaces: Parking more than 2 vehicles at a residence is not allowed unless adequate parking space is available. Residents shall not keep more than two (2) vehicles in the Community. Residents and/or their guests will not be permitted to park on lawns or any other area of the Community that is not specifically marked to provide for vehicle parking. A resident will be allowed to park in another resident's driveway or carport only when written permission has been received and filed with the Community Owner or Community Manager.

11.6. Guest Parking: It is the resident's responsibility to ensure that their guests are parked properly.

12. PETS

12.1. Pet Registration: Every resident pet owner must register any pets with the Community Owner or Community Manager. Only one (1) generally accepted domestic pet which has been approved and registered by the Community Owner or Community Manager.

12.2. Leashes: All Pets must be kept inside the home or on a leash no longer than 8 feet long and shall not be left unattended while outside the home. While the pet is outside, resident shall be responsible for any clean-up needed. Pets are not permitted in the recreation or common areas.

12.3. Vaccinations: Pets are required to have all vaccinations required by law.

12.4. Collars: Pets must wear necessary registration from the appropriate governmental agency.

12.5. Dog Houses: Dog or pet houses are not permitted in the community.

12.6. Pet Removal: Any pet not properly registered must be removed from the Community. If the Community Owner or Community Manager finds the conduct of a pet to be dangerous or bothersome to other residents, its registration will be terminated and the pet must be removed. The only exception to this Rule will be those made for service animals such as those that provide "seeing eye" or "hearing" assistance.

12.7. Cancellation of Pet Privileges: Should pet management become a problem in the Community, the Community Owner or Community Manager reserves the right to refuse admission to all further new and/or replacement pets.

13. RECREATION AND OTHER FACILITIES

13.1. Recreation Hall: The Recreation Hall is available for use by residents and their guests between the hours of 8:00 a.m. and 11:00 p.m. daily, except for scheduled activities. This facility may be reserved by residents for private activities by contacting the Community Manager. Please make all reservations well in advance of your planned activity. It is the resident's responsibility to clean the area after use and to pay for any damage to equipment or facilities.

13.2. Swimming pools: The Swimming Pools are available for use by residents and their guests between the hours of 9:00 a.m. and 10:00 p.m. daily. Pool Rules are posted for your safety and convenience in the pool area. Failure to comply with all Pool Rules will result in the rescission of pool privileges. No glass containers of any type are allowed in the pool area.

13.3. Shuffleboard Courts: The Shuffleboard Courts are available for use by residents and their guests between the hours of 9:00 a.m. and 10:00 p.m. daily. Shuffleboard Court lights will be turned off at 10:00 p.m.

13.4. Alcoholic Beverages: Loud parties and excessive drinking will not be tolerated any place in the Community.

13.5. Community Office: The Community Office is open between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday. Except for emergencies, all business within the Community should be conducted only during these hours. With the exception of emergency telephone messages, no personal telephone messages for residents will be accepted through the Community Office.

14. NOISE

Conduct which disturbs the peaceful enjoyment of the Community by others such as excessive noise, loud parties and abusive language is not permitted in the Community. Notwithstanding the foregoing, between the hours of 10:00 p.m. and 8:00 a.m., radios, televisions, stereos, musical instruments, or the like shall not be played in a manner so as to be audible outside the manufactured home.

15. DANGEROUS INSTRUMENTALITIES

The display or use of guns, including but not limited to BB guns and air guns, sling shots, bows and arrows, and other dangerous instrumentalities, is not permitted in the Community. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

16. REFUSE

All trash, garbage, and refuse must be placed in plastic trash bags and tied securely for pick-up. Trash is to be placed at curbside by 8:00 a.m. only on the mornings of trash pick-up, which at this time is Mondays and Thursdays. At all other times, trash should be kept in an inconspicuous place and in covered containers.

Grass cuttings, leaves, and trimmings must be placed in refuse bags adequate for pick-up. Burning of trash, leaves, or other material is not allowed. If in doubt about large trash disposal, ask the Community Owner or Community Manager. No garbage or refuse shall be dumped on vacant lots, around recreational areas, or across fences around the perimeter of the Community.

17. UTILITIES

17.1. Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and Community approved service people. Any fees for installation or hook-up of utilities are the resident's responsibility.

17.2. Utility Repairs: All utility problems must first be reported to the Community Owner or Community Manager before commencing any repairs. The cost for repairs made without notifying the Community Owner or Community Manager, including any damages incurred, will be the resident's responsibility. The Community Owner or Community Manager is not responsible for the failure, default, improper act, or omission by any utility supplying such services.

17.3. Community's Maintenance Responsibility:

- a. Electrical - None other than maintenance of the electric meter pedestal only. (contact the utility provider)
- b. Water and Sewer - Responsible for the maintenance of the main line for water and sewer only.

17.4. Resident's Maintenance Responsibility:

- a. Electrical - Electrical lines from the meter to the manufactured home and any other connection apparatus located outside the manufactured home, including utility shed connections and outside receptacles. The Home Owner is also responsible for all internal home wiring and fixtures
- b. Water and Sewer - Maintenance of the water and sewer connections from the manufactured home to the Community's main sewer and water lines. Home Owner is also responsible for all internal plumbing lines and fixtures.

18. SOLICITING

All solicitation, commercial or otherwise, is banned with the exception that Community residents have the right to canvass and solicit as allowed pursuant to Section 723.054, Florida Statutes.

19. RIGHTS

Community Owner or Community Manager shall have the right of access to the resident's manufactured home to prevent imminent danger to an occupant of the manufactured home or to the manufactured home itself. Community Owner or Community Manager shall have the right of entry onto the lot, at all reasonable times, for purposes of repair and replacement of utilities and protection of the Manufactured Home Community.

Specific variances to these Rules and Regulations may be granted by the Community Owner or Community Manager due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances as to not disturb residents' quiet enjoyment of the Community and where the basis for the variance is deemed sufficient in the discretion of the Community Owner or Community Manager.

The rights of the Community Owner or Community Manager contained herein are cumulative and failure of either a past or current Community Owner or Community Manager to exercise any right shall not operate to forfeit that or any other rights of the Community Owner or Community Manager. The failure of the Community Owner or Community Manager to insist, in any one or more instances, upon a strict performance of any of the provisions of the lot rental agreement or rules and regulations, or to exercise any right or option contained herein, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or relinquishment for the future of any such provisions, options or

rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Community Owner or Community Manager of any monies due hereunder, with knowledge of the breach of any community rule or provision of the lot rental agreement, shall not be deemed a waiver of such breach, and no waiver by the Community Owner or Community Manager of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Community Owner, not by any agent thereof, including the Community Manager.

Community Owner's or Community Manager's acceptance of late payment(s) in any one or more instances shall not constitute a waiver of its right to evict for late payment or non-payment of lot rental amount in the future.

20. RENTAL AGREEMENT TERMS AND CONDITIONS

Written Rental Agreements will be required of all New Residents prior to occupancy and will be offered to each existing resident on the anniversary date of all other Rental Agreements in the Community. All Rental Agreements will have a term of one year with the exception of the first Agreement entered into by a new resident. Said Agreement will expire on the next following anniversary date of all other Agreements in the Community. Whether or not resident chooses to execute a written Rental Agreement, resident is subject to the same terms and conditions as residents who have executed Agreements. All of the terms and conditions of the Agreement are specifically incorporated herein by reference as Rules and Regulations governing the tenancy.

Resident shall not assign the Rental Agreement, or any interest therein. Section 723.059, Florida Statutes, allows the purchaser of a manufactured home who becomes a resident of the Community to assume the remainder of the term of any pre-existing Rental Agreement.

21. EVICTION

A Home Owner or a manufactured home may be evicted from this Community only on one or more of the grounds listed in Chapter 723, Florida Statutes, or its successor statute. The grounds applicable on the Filing Date are set forth below:

- 21.1. Nonpayment of Lot Rental Amount;
- 21.2. Conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of other residents of the Park;
- 21.3. Violation of a park rule or regulation, the Rental Agreement, or the provisions of Chapter 723, Florida Statutes;
- 21.4. Change in use of the land comprising the mobile home park, or the portion thereof from which mobile homes are to be evicted, from mobile home lot rentals to some other use, provided all tenants affected are given at least one (1) year's notice of the projected change of use and of their need to secure other accommodations;
- 21.5. Failure of the purchaser of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become, a tenant, if such approval is required by a properly promulgated rule.

RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE RULES AND REGULATIONS, AGREES TO COMPLY WITH EACH, and is in full agreement with these Rules and Regulations being an integral part of the Application for Residency and Rental Agreement between the resident and the Manufactured Home Community Owner or Community Manager. Resident acknowledges that violations, infractions, breach, or default of these Rules and Regulations will be grounds for termination of resident's Rental Agreement and eviction from the Community.

PLEASE READ THESE RULES AND REGULATIONS PRIOR TO SIGNING BELOW.

EXECUTED by both parties this _____ day of _____, _____.

RESIDENT(S): ALL RESIDENTS MUST SIGN

_____/_____/_____
SIGNATURE

_____/_____/_____
SIGNATURE

_____/_____/_____
SIGNATURE

OWNER:

By: _____
COMMUNITY OWNER OR COMMUNITY MANAGER



July 12, 2013

Re: Sunlake Estates (the "Community") – Notice regarding application (the "Application") to separately invoice customers for water and wastewater services (the "Notice").

Dear Residents:

Despite conservation efforts by Community Sunlake Joint Venture, our entity that directly owns the Community (the "Community Owner"), for the last several years the Community water usage has exceeded the permitted amount set forth in the Community's Consumptive Use Permit issued by St. Johns River Water Management District. Based on this history, it is clear that the Community Owner's conservation efforts must change in order to curb the overconsumption of water by residents of the Community. To that end, the Community is seeking approval from the Florida Public Service Commission (the "PSC") to charge customers for water and wastewater services by metered usage. Accordingly, Sunlake Estates Utilities, L.L.C. (the "Utility"), an affiliate of the Community Owner, has filed the Application referenced above and is providing you with the enclosed Notice.

If the Application is approved by the PSC, residents who lease lots owned by Community Owner (the "Lot Renters") will receive at least 90 days' advance written notice that their base rent will be reduced to reflect that water and wastewater services will no longer be included within their base rent payment, but instead will be billed directly to them by the Utility based on individual metered usage. As a result of this change, Lot Renters will have direct control over the amount they pay for these services. In our experience, this generally has a meaningful effect on reducing water consumption in a community.

If the Application is approved by the PSC, Community Owner currently does not expect the existing billing arrangement to change for residents who own lots within the Community (the "Lot Owners") and receive water and wastewater service pursuant to the Restatement of Declaration of Restrictions recorded in O.R. Book 1509, Page 695, as amended.

We appreciate your support of our efforts to conserve water at the Community. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "S. Woodworth".

Sheri Woodworth
Regional Vice President
American Land Lease, Inc.
727-726-8868



**APPLICATION FOR ORIGINAL
WATER AND WASTEWATER CERTIFICATES**

Notice is hereby given on the 12th day of July, 2013, pursuant to Section 367.045, Florida Statutes, of the Application of Sunlake Estates Utilities, L.L.C. to operate a water and wastewater utility to provide service to the Sunlake Estates mobile home community in Lake County, Florida, described as follows:

A portion of Sections 12 and 13, Township 18 South, Range 25 East, being in Lake County, Florida being described as follows:

Commence at the southwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 12, and run N.89°50'56"W, 400.00 feet, for a Point of Beginning; thence, continue, N.89°50'56"W, along said south boundary line 253.58 feet; thence, leaving said south boundary line, N.00°10'35"E. 1253.54 feet; thence, N.89°48'54"W., 35.87 feet; thence, N.00°21'15"W., 42.00 feet to the south right-of-way line of South Em-En-El Grove Road; thence, S.89°48'54"E., along said south right-of-way line, 689.00 feet; thence, continue, S.89°48'54"E., along said south right-of-way line, 95.23 feet to a point of curvature; thence, along said right-of-way line, along said curve to the right, having a radius of 560.19 feet, an arc length of 274.35 feet, a chord length of 271.62 feet and a chord bearing of S.75°47'05"E., thence, S.61°45'16"E., along said south right-of-way line, 100.80 feet; thence, along said south right-of-way line, along a curve to the left, having a radius of 385.00 feet, an arc length of 374.33 feet, a chord length of 359.76 feet and a chord bearing of S.89°36'28"E.; thence, N.62°32'19"E., along said south right-of-way line, 100.00 feet; thence, along said south right-of-way line, along a curve to the right, having a radius of 597.00 feet, an arc length of 288.08 feet, a chord length of 285.29 feet and a chord bearing of N.76°21'42"E.; thence, S.89°48'54"E., along said south right-of-way line, 153.67 feet; thence, S.89°55'13"E., along said south right-of-way line, 1280.81 feet; thence, leaving said south right-of-way line, S.00°06'53"E., along the west right-of-way line of Thomas Boat Landing Road, 1293.73 feet to the south boundary line of said Section 12; thence, continue along said west right-of-way line, S.00°22'13"W., 1007.84 feet to the ordinary high water line of Lake Yale; thence, leaving said west right-of-way line, along the ordinary high water line of Lake Yale, the following nineteen (19) courses; (1) thence, N.69°33'59"W., 58.11 feet; (2) thence, N.86°38'05"W., 24.79 feet; (3) thence, S.80°09'07"W., 49.34 feet; (4) thence, S.59°17'50"W., 105.49 feet; (5) thence, S.51°54'45"W., 56.92 feet; (6) thence, S.53°46'02"W., 48.77 feet; (7) thence, S.49°15'28"W., 59.70 feet; (8) thence, S.58°19'14"W., 75.82 feet; (9) thence, S.47°08'38"W., 41.26 feet; (10) thence, S.55°39'24"W., 51.45 feet; (11) thence, S.62°08'53"W., 111.80 feet; (12) thence, S.64°27'27"W., 55.68 feet; (13) thence, S.52°28'52"W., 58.80 feet; (14) thence, S.55°19'56"W., 58.33 feet; (15) thence, S.53°53'24"W., 53.84 feet; (16) thence, S.46°00'44"W., 53.77 feet; (17) thence, S.50°09'30"W., 58.94 feet; (18) thence, S.46°55'52"W., 20.66 feet; (19) thence, S.72°48'21"W., 32.13 feet; thence, leaving the ordinary high water line of Lake Yale, N.45°14'05"W., 285.56 feet; thence, N.89°47'48"W., 165.69 feet; thence, N.89°51'08"W., 1339.46 feet; thence, N.00°08'20"E., along said west boundary line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 13, 992.97 feet; thence, leaving said west boundary line, N.89°52'52"W., 400.00 feet; thence, N.00°08'20"W., 330.65 feet to the Point of Beginning.

AND

Commence at the southwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50'56"W., along the south boundary line of Block 57 of the Plat of HIGLEY, as filed in or about April 2, 1884, in the Public Records of Lake County, Florida, 400.00 feet to a point on the west boundary line of the eastern 400 feet of the North $\frac{1}{4}$ of Block 58 of said Plat of HIGLEY; thence, continue, N.89°50'56"W., along said south boundary line, 253.58 feet, to a point on the east boundary line of the west 674.28 feet of said Block 57; thence, leaving said south boundary line, N.00°10'35"E., along said east boundary line, 1253.54 feet; thence, leaving said east boundary line, N.89°48'54"W., 35.87 feet; thence, N.00°21'15"W., 42.00 feet to the south right-of-way of South Em-En-El Grove Road; thence, S.89°48'54"E., 689.00 feet; thence, continue, S.89°48'54"E., 375.51 feet for a Point of Beginning; thence, continue, S.89°48'54"E., 508.40 feet to the most easterly corner of said Tract "A"; thence, S.62°32'19"W; thence, along a curve to the right, having a radius of 319.00 feet, an arc length of 310.16 feet, a chord length of 298.08 feet and a chord bearing of N.89°36'28"W.; thence, N.61°45'16"W., 116.97 feet to the Point of Beginning.

AND

Commence at the southwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 18 South, Range 25 East, Lake County, Florida and run N.89°50'56"W., 400.00 feet; thence, continue, N.89°50'56"W., 253.58 feet; thence, N.00°10'35"E., 1253.54 feet; thence, N.89°48'54"W., 35.87 feet; thence N.00°21'15"W., 75.00 feet to the north right-of-way line of South Em-En-El Grove Road; thence, S.89°48'54"E., along said north right-of-way line, 1116.00 feet for a Point of Beginning; thence, N.00°06'04"E., 500.00 feet; thence, S.89°48'54"E., 900.00 feet; thence, S.89°55'13"E., 1311.80 feet; thence, S.00°06'53"E., 500.00 feet to the northeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, Township 18 South, Range 25 East; thence, leaving said east boundary line, N.89°55'13"W., along the north right-of-way line of South Em-En-El Grove Road, 1313.69 feet; thence, N.89°48'54"W., along said north right-of-way line, 900.00 feet to the Point of Beginning.

Any objection to said Application must be made in writing and filed with the Office of the Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Martin S. Friedman, Esquire, Sundstrom, Friedman & Fumero, LLP, 766 N. Sun Drive, Suite 4030, Lake Mary, Florida 32746, within thirty (30) days from the date of this Notice. The objection must state the grounds for the objection with particularity.