

Via Hand Delivery

215 SOUTH MONROE STREET SUITE 815 TALLAHASSEE, FLORIDA 32301

. (850) 412-2000 FAX: (877) 604-5230 KATHRYN.COWDERY@RUDEN.COM

December 14, 2004

Blanca S. Bayo, Director
Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Building, Room 110
Tallahassee, FL 32399-0850

Ruden McClosky

Re: Joint Application for Transfer of CWS Communities LP d/b/a Crystal Lake Club, holder of Certificate Nos. 525-W and 454-S in Highlands County, to Mink Associates II, LLC d/b/a Crystal Lake Club Utilities

Dear Ms. Bayo:

Enclosed for filing in this docket are the original and twelve copies of the Application for Transfer of CWS Communities LP d/b/a Crystal Lake Club, holder of Certificate Nos. 525-W and 454-S in Highlands County, to Mink Associates II, LLC d/b/a Crystal Lake Club Utilities. Please note that application contains an original and two (2) copies of the wastewater tariff sheets reflecting the change in ownership. Also enclosed is Mink Associates II, LLC's check No. 1089 in the amount of \$2,250.00 as application fee, made payable to the Florida Public Service Commission.

Please contact me if you have any questions.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Sincerely,

initials of person who forwarded check:

Attorney

Enclosure 2. RECEIVE

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER- CATI

13143 DEC 143

TAL:50471:1

RUDEN, McCLOSKY, SMITH, SCHUSTER & RUSSELL, P.A.

#### BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application for Transfer of ) CWS Communities LP d/b/a Crystal ) Lake Club, Holder of Certificate Nos. ) 525-W and 454-S in Highlands County, ) to Mink Associates II, LLC d/b/a ) Crystal Lake Club Utilities )

Docket No.

#### JOINT APPLICATION FOR TRANSFER OF CWS COMMUNITIES LP D/B/A CRYSTAL LAKE CLUB, HOLDER OF CERTIFICATE NOS. 525-W AND 454-S IN HIGHLANDS COUNTY, TO MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

CWS Communities LP d/b/a Crystal Lake Club ("Seller"), and Mink Associates II, LLC

d/b/a Crystal Lake Club Utilities ("Buyer") (together referred to as "Applicants"), by and through their undersigned attorneys, hereby file this Joint Application for Transfer, and in support thereof state:

1. The name and address of the Seller:

CWS Communities LP d/b/a Crystal Lake Club 6160 South Syracuse Way Greenwood Village, CO 80111

2. The name and address of the Buyer is:

Mink Associates II, LLC d/b/a Crystal Lake Club Utilities 533 Crystal Lake Drive Avon Park, FL 3325

3. The name and address of the authorized representative of Seller and the person

to receive a copy of all papers, pleadings, and filings in this case is:

Kathryn G. W. Cowdery, Esq. Ruden McClosky. 215 South Monroe Street, Suite 815 Tallahassee, Florida 32301 Telephone: (850) 412-2000 Facsimile: (850) 412-2020

COOLMENT SUBSER DATE

13143 DEC 145

The name and address of the authorized representative of Buyer and the person to receive a copy of all papers, pleadings, and filings in this case is:

> Jonathan James Damonte, Esq. Jonathan James Damonte, Chartered 12110 Seminole Blvd. Largo, FL 33778 Telephone: (727) 586-2889 Facsimile: (727) 581-0922

4. The Buyer is a limited liability company registered with the Florida Office of the Secretary of State on March 2, 2000. Buyer registered the fictitious name "Crystal Lake Club Utilities" with the State of Florida on November 3, 2004. See Attachment "A" hereto. The names and addresses of the entities which own an interest in the utility are:

a. Arlene H. Mink, 5 Bragdon Dr., Rochester NY 14618, Managing Member;

b. Don-Lin Properties, c/o 5 Bragdon Drive, Rochester, NY 14618;

c. Donald Mink, 1841 Michael Lane, Pacific Palisades, CA 90272; and

d. Linda Cole, 5010 Bluff Drive, El Cajun, CA 92020.

5. Buyer previously owned and operated a PSC regulated utility in the State of Florida: Mink Associates II, LLC d/b/a Timberwood Utilities, PSC Company Code WS801, Pasco County, Certificates 459S and 524W. This system has been sold, contingent upon commission approval, and an application to transfer will be filed with the PSC in the near future.

6. The sale of the utility between Seller and Buyer was done in three steps. The initial Mobile Home Park Purchase and Sale Agreement dated as of May 27, 2003 was between CWS Communities, LP as Seller, and Dockside Investors, L.L.C. ("Dockside Investors"), as Buyer. Dockside Investors was created as a temporary, intermediate buyer, and upon Closing on September 3, 2003 between Seller and Dockside Investors, all land was conveyed simultaneously and immediately from Dockside Investors to Mink Associates I, LLC ("Mink I"). By separate

conveyance that same date, Dockside Investors conveyed to Buyer (Mink II) all facilities, equipment, fixtures, personalty and licensing right to the utility company presently servicing the mobile home park. Copies of the contracts for sale and all auxiliary or supplemental agreements are attached hereto as Attachment "B," which documents include:

a. Mobile Home Park Purchase and Sale Agreement between Seller and Dockside Investors, dated as of May 27, 2003, and amendments thereto.

b. Fifth Amendment to Mobile Home Park Purchase and Sale Agreement between Seller and Dockside Investors, dated as of September 2, 2003 relating to allocation of purchase price of utility.

c. A copy of the Agreement as to Transfer of Florida Public Service Commission Certificated Utility between Seller and Dockside Investors, dated as of September 3, 2003, making utility transfer contingent upon PSC approval.

d. Special Warranty Deed between Seller and Dockside Investors, conveying
 land as described therein, dated as of September 3, 2003.

e. Special Warranty Deed between Dockside Investors and Mink I, conveying land as described therein, dated as of September 3, 2003.

f. Bill of Sale between Dockside Investors and Buyer (Mink II), conveying all facilities, equipment, fixtures, personalty and licensing right to the utility company presently servicing the mobile home park, dated as of September 3, 2003.

g. A 99-year Lease Agreement for Water and Wastewater Treatment Facilities from Mink I to Buyer for use of the real property upon which utility facilities are located has been prepared and is in the process of being executed. An copy of this lease will be filed in this docket once it has been executed.

7. At the time of closing, there were no: customer deposits, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, or leases pertaining to the utility operations.

8. The purchase and sale of the utility was part of a larger transaction wherein Buyer purchased from Seller a certain premises commonly known as Crystal Lake Club, which includes both a mobile home park and the PSC regulated utility system.

9. The transfer is in the public interest because the Crystal Lake Club Utilities customers will continue to receive the same quality service to which they are accustomed. Regarding technical ability, the Buyer is retaining the local management team that has operated the water and wastewater utility for the past ten years. The utility is staffed with licensed and trained personnel. Buyer is committed to continuing to provide safe and reliable water service to its customers.

10. Buyer has the financial ability to provide service. See Attachment "C" hereto, the financial statement of Utility. Additionally, Utility members will provide funding to the Utility if or as needed. The Utility and its members will provide the financial stability required to maintain the utility system in accordance with Commission standards and environmental regulations. The Utility will continue to fulfill all of its commitments, obligations and representations with regard to utility matters.

11. The Fifth Amendment to Mobile Home Park Purchase and Sale Agreement provides that the portion of the Purchase Price payable at the Closing allocable or attributable to the utility property is deemed by the parties to be the net books value of the utility assets as will be established by the PSC during the Sec. 367.071, Fla. Stat., transfer proceedings, subject to reservation of the right to disagree with any factual or legal position taken by the PSC in said

proceeding, as allowed by law. Rate base was last established by the commission in Docket 991889-WS at \$161,702 for water and \$223,687 for wastewater as of August 30, 1999. PSC Order No. PSC-01-0428-PAA-WS, issued 2/22/01.

12. An acquisition adjustment is not being requested.

13. The books and records of the Utility shall continue to be maintained in Florida, in compliance with Fla. Admin. Code R. 25-30.115(1).

14. The Buyer has obtained copies of all of the federal income tax returns of Seller from the date rate base was last established by the Commission.

15. After reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

16. There are no outstanding fines or refunds owed for 2003.

17. The original and two copies of sample water and wastewater tariff sheets reflecting the change in ownership are attached hereto as Attachment "D."

18. The current, original water and wastewater certificates of authorization are attached hereto as Attachment "E."

19. The water system has the capacity to serve 341 ERCs. The wastewater system has the maximum capacity, and is currently serving, 503 ERCs. An application fee in the amount of 2,250.00 made payable to the Florida Public Service Commission as provided by 367.145, Fla. Stat., and Fla. Admin. Code R. 25-30.020(2)(c), is attached hereto.

20. The affidavit required by sections 367.0145(1)(e) and (2)(f), Fla. Stat., shall be filed no later than 15 days after the date of filing this application, as required by Fla. Admin. Code. R. § 25-30.030.

WHEREFORE, Applicants request that this Commission approve the application for transfer of CWS Communities LP d/b/a Crystal Lake Club, holder of Certificate Nos. 525-W and 454-S in Highlands County, to Mink Associates II, LLC d/b/a Crystal Lake Club Utilities as set forth in this application.

DATED this <u>Jon</u> day of November 2004.

Jonathan Damonte Fla. Bar No.: 299758 Jonathan James Damonte, Chartered 12110 Seminole Blvd. Largo, FL 33778 Telephone: (727) 586-2889 Facsimile: (727) 581-0922

Attorney for Mink Associates II, LLC d/b/a Crystal Lake Club Utilities

vden 12/13/04

Kathryn G.W. Cowdery Fla. Bar No.: 0363995 Ruden McClosky 215 S. Monroe St. Suite 815 Tallahassee, Florida 32303 (850) 412-2000

Attorneys for CWS Communities LP d/b/a Crystal Lake Club

# ATTACHMENT A



CRYSTAL LAKE CLUB UTILITIES 533 CRYSTAL LAKE DR AVON PARK, FL 33825

Document Number G04308700040

Status ACTIVE

**Current Owners** 

**Date Filed** 11/03/2004

County

HIGHLANDS

Expiration Date 12/31/2009

**Total Pages** 000000001

000000001

Events Filed 000000000

FEI Number NONE

No Filing History

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## **Owner Information**

Name & Address	FEI Number	Charter Number
MĪNK ASSOCIATES II, LLC 533 CRYSTAL LAKE DR AVON PARK, FL 33825	16-1582223	L0000002399

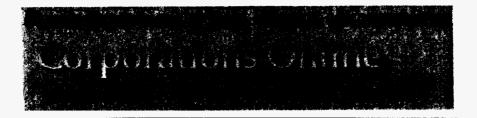
### **Document Images**

Listed below are the images available for this filing.

G04308700040 -- 11/03/2004 -- REGISTRATION

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

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		(sec i	nstructions if more	then one county)					
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### Florida Limited Liability

#### **MINK ASSOCIATES II, LLC**

#### PRINCIPAL ADDRESS 533 CRYSTAL LAKE DRIVE AVON PARK FL 33325

#### MAILING ADDRESS 533 CRYSTAL LAKE DRIVE AVON PARK FL 33325

Document Number L0000002399 FEI Number 161582223 **Date Filed** 03/02/2000

State FL **Status** ACTIVE Effective Date NONE

Last Event AMENDED AND RESTATED ARTICLES

Total Contribution 0.00 Event Date Filed 09/03/2003

Event Effective Date NONE

## **Registered** Agent

#### Name & Address

DAMONTE, JONATHAN JAMES 12110 SEMINOLE BLVD. LARGO FL 33778

## Manager/Member Detail

Name & Address	Title			
MINK, MILTON 5 BRAGDON DRIVE	MGR			
ROCHESTER NY 14618				
MINK, ARLENE H 5 BRAGDON DRIVE	MGR			

ROCHESTER NY 14618

Report Year	Filed Date
2001	04/23/2001
2002	07/21/2002
2003	08/08/2003

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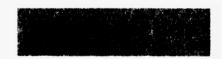
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Document Images Listed below are the images available for this filing.

09/03/2003 -- Amended and Restated Articles 08/08/2003 -- ANN REP/UNIFORM BUS REP 07/21/2002 -- COR - ANN REP/UNIFORM BUS REP 04/23/2001 -- ANN REP/UNIFORM BUS REP 03/02/2000 -- Florida Limited Liabilites

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



# ATTACHMENT B

#### MOBILE HOME PARK PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this  $27^{4}$  day of May, 2003, by and between:

- SELLER: CWS COMMUNITIES, LP., a Delaware limited partnership authorized to transact business in the State of Florida 6160 South Syracuse Way Greenwood Village, CO 80111
- BUYER: DOCKSIDE INVESTORS, L.L.C., a Florida limited liability company 11210 Seminole Boulevard Largo, Florida 33778

#### WITNESSETH:

WHEREAS, Seller is the fee simple owner of certain premises commonly known as CRYSTAL LAKE CLUB located in Highlands County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (together with all rights and easements appurtenant thereto and all permanent improvements (excluding mobile homes and/or recreational vehicles owned by residents of the Park), fixtures and the Public Service Commission ("PSC") regulated utility system thereon, being hereinafter collectively referred to as the "Real Property"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Real Property and all personal property and equipment described in the Schedule of Personal Property attached hereto as **Exhibit "B"** and made a part hereof (the "Personal Property"), under the terms and conditions set forth herein (the aforesaid Real Property and Personal Property being hereinafter collectively referred to as the "Property").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, together with other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on and under the terms and conditions herein set forth.

1. <u>**RECITALS**</u>. The above recitals are true and correct and are incorporated herein by reference.

2. <u>PURCHASE PRICE</u>. The purchase price for the Property (the "Purchase Price") shall be NINETEEN MILLION AND NO/100 DOLLARS (\$19,000,000.00), and shall be payable as follows:

(a) <u>Initial Earnest Money Deposit</u>. As an initial earnest money deposit, within one (1) business day after the Effective Date (as such term is hereinafter defined) Buyer shall deposit with First American Title Insurance Company, 25400 U.S. Highway 19 North, Suite 135, Clearwater, Florida, 33763 ("Escrow Agent"), the sum of ONE HUNDRED THOUSAND AND N0/100 DOLLARS (\$100,000.00) as an earnest money deposit (the "Initial Deposit"), which sum shall be held in escrow and credited toward the Purchase Price at closing or otherwise disbursed by Escrow Agent in accordance with the terms of this Agreement.

(b) Additional Earnest Money Deposit. As an additional Earnest Money Deposit (the "Additional Deposit"), Buyer shall deposit with the Escrow Agent the sum of ONE HUNDRED THOUSAND AND N0/100 DOLLARS (\$100,000.00) upon expiration of the Inspection Period (as hereinafter defined), which sum shall be held in escrow by Escrow Agent pursuant to the instructions hereinafter set forth, and credited toward the Purchase Price at closing or otherwise disbursed by Escrow Agent in accordance with the terms of this Agreement. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Earnest Money Deposit."

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INSPECTION AND FINANCE PERIOD. Notwithstanding any other provision of this Agreement, Seller and Buyer acknowledge and agree that Buyer shall have until 5:00 p.m. (EST) on the sixtieth (60th) day after the Effective Date within which to obtain financing and to obtain and/or review information concerning the Property and Buyer's acquisition thereof as Buyer may reasonably require, including, but not limited to, third-party reports as may be required by Buyer's lender. Buyer shall use its best efforts to obtain a loan commitment for the Property from an institutional lender acceptable to Buyer containing terms and conditions acceptable to Buyer. Should Buyer fail to obtain the required financing within the Inspection and Finance Period, Buyer shall send written notice to Seller prior to the expiration of the Inspection and Finance Period, whereupon this Agreement shall be terminated and the Earnest Money Deposit, together with all interest earned thereon, shall be due to Seller in full and be non-refundable. Seller shall use its best efforts to provide Buyer with all non-proprietary documents in Seller's possession promptly during the Inspection Period as listed on Exhibit "C." Should Buyer for any reason whatsoever elect not to proceed with the closing of the sale and purchase of the Property, Buyer shall send written notice of such fact to Seller prior to expiration of the Inspection Period, whereupon this Agreement shall terminate and Buyer shall be entitled to the prompt return from Escrow Agent of the Earnest Money Deposit and all interest earned thereon. However. should Buyer fail to send Seller timely written notice as aforesaid, the Inspection Period shall be deemed waived by Buyer and the Earnest Money Deposit shall be due to Seller in full and be non-refundable.

Buyer acknowledges that upon the satisfaction or waiver of the Inspection Period, Buyer will have fully examined and inspected the Property, including the construction, renovation, operation and leasing of the Property, together with such documents and materials with respect to the Property which Buyer deems necessary or appropriate in connection with its investigation and examination of the Property; Buyer will have accepted and will be fully satisfied in all respects with the foregoing and with the physical condition of the Property; and that, upon Closing, the Property will be purchased by Buyer "AS IS;" Buyer shall assume responsibility for the physical condition of the Property; and Buyer will have decided to purchase the Property solely on the basis of Buyer's own independent investigation without any further rights against or obligations from, Seller and the Earnest Money Deposit shall become non-refundable.

4. <u>RIGHT OF ENTRY</u>. Seller hereby grants to Buyer and Buyer's agents, employees, contractors, and representatives, from and after Effective Date of this Agreement, a right of entry upon the Real Property for the purpose of inspecting the Property; provided said right is exercised at Buyer's sole expense, at reasonable times, and in a reasonable manner which does not interfere with Seller's operation of the Property. Buyer, at its expense, has the option to hire professionals to inspect the Property prior to the expiration of the Inspection Period to ascertain that all improvements and related equipment are in working order and condition acceptable to Buyer. Buyer shall not, however, have the right to meet with the tenants and/or homeowners' association (if one exists) at any time prior to the Closing Date. Buyer shall indemnify, defend and save and hold Seller harmless from and against any personal injury, wrongful death, damage to the Property or liens caused by Buyer or its aforesaid agents as a direct and proximate result of Buyer's exercise of the right of entry granted herein, which indemnity shall survive the termination of this Agreement or the closing of this transaction and delivery of the Deed hereunder.

#### 5. REPRESENTATIONS AND WARRANTIES.

(a) To induce Buyer to enter into this Agreement, Seller makes the following representations and warranties, all of which are made to the best of Seller's knowledge and shall be true and correct throughout the term of this Agreement, but none of which shall survive the closing of title:

(i) Seller has good, marketable and insurable title to the Real Property, free and clear of all liens, encumbrances, restrictions, security interests, covenants, conditions and other matters in any way affecting title to the Real Property other than current taxes, zoning regulations and those title exceptions listed and described on **Exhibit "D"** attached hereto (the "Permitted Exceptions").

(ii) There is no pending or threatened condemnation or similar proceeding affecting the Real Property or any part thereof and Seller has no knowledge that any such proceeding

is presently contemplated and the Property is free from damage or destruction due to any casualty loss.

(iii) There are no actions, suits or other legal or administrative proceedings, including bankruptcy proceedings, pending or actually threatened, against or involving Seller or the Real Property (other than landlord/tenant cases) which could affect the consummation of the transaction contemplated hereby.

(iv) There are no tenant leases which affect the Real Property except as set forth in the Rent Roll attached hereto as **Exhibit "E"** and made a part hereof and the information contained on the Rent Roll is true and correct; no rental agents, brokers or finders have any rights with regard to such leases and there are no commissions payable in connection therewith; no tenant has an option to purchase any part of the Property; and Seller is the assignee under each such lease and has the right to assign same to Buyer.

(v) The Real Property contains five hundred ninety-nine (599) mobile home lots.

(vi) Seller has not contracted for any services or employment and has made no commitments or obligations therefor which will bind Buyer as a successor in interest with respect to the Property except those contracts listed in **Exhibit "F"** (the "Service Contracts"). Amounts paid or payable under the Service Contracts shall be prorated between the parties at the Closing and credits shall be given the parties as appropriate to such prorations.

(vii) Pending Closing hereunder, Seller shall conduct its business involving the Property in the ordinary course, and during said period will:

(1) Refrain from transferring any of the Property or creating on the Property any easements, liens, mortgages, encumbrances or other interests that would adversely affect the Property or Seller's ability to deliver and convey title to the Property in the manner and condition herein contemplated (i.e. subject only to the "Permitted Exceptions");

(2) Refrain from entering into any contracts or other commitments regarding the Property, other than in the ordinary and usual course of business, without the prior written consent of Purchaser; and

(3) Continue to maintain and repair the Property in at least the manner which Seller has previously maintained and repaired the Property, and Seller will permit or commit no waste of the Property.

(viii) Seller has the authority to execute and deliver this Agreement.

(b) To induce Seller to enter into this Agreement, Buyer makes the following representations and warranties, all of which shall be true and correct continuously throughout the term of this Agreement, and which shall survive the closing of title:

(i) Buyer has the right, power and authority to enter into this Agreement and to perform its obligations hereunder and the persons executing this agreement on behalf of Buyer have been duly authorized by Buyer to do so.

(ii) There is no action, suit or proceeding pending nor, to the actual knowledge of Buyer, threatened, against or affecting Buyer or its assets that, if adversely determined, would preclude Purchaser from performing its obligations hereunder.

(iii) Neither the entering into of this Agreement, the consummation of the purchase contemplated hereunder, nor the purchase of the Property by Buyer, has or will constitute a

violation or breach of any of the terms of any contract or other instrument to which Buyer is a party or to which Buyer or its assets are subject.

(c) In the event that any one or more of the representations or warranties given by Seller to Buyer in subparagraph 5(a) above is/are determined by Buyer between the Closing Date (hereinafter defined in paragraph 9) and the Closing Date to be inaccurate, Buyer shall give written notice to Seller and Seller shall have the option to: use its best efforts to promptly cure the violation(s); or to contest Buyer's determination by written notice to Buyer.

#### 6. <u>TITLE INSURANCE</u>.

(a) Within ten (10) days after the Effective Date of this Agreement, Seller shall deliver to Buyer and Escrow Agent a copy of the owner's title insurance policy issued to Seller at the time of its acquisition of the Property, or subsequent thereto, if any, together with copies of all instruments recorded in the public records or otherwise encumbering the Property, subsequent to the effective date of said Policy.

(b) Within ten (10) days prior to the expiration of the Inspection Period provided for herein Escrow Agent shall, at Seller's expense, deliver to Buyer and Buyer's Attorney for approval, as hereinafter provided, with a copy provided to Seller's attorney, a preliminary owner's title binder for a title insurance policy, together with copies of all exception documents referred to therein, to be issued by a title insurance company licensed and qualified to do business in Florida. The binder and policy to be issued pursuant thereto shall be paid for by Seller, shall be issued at the minimum promulgated rate, and shall be in an amount equal to the amount of the purchase price. The policy and binder shall be in a current ALTA standard form "B". The policy shall insure marketable title.

(c) Buyer or Buyer's attorney shall have ten (10) days after receipt of the title binder, together with copies of all exception documents referred to therein, and the survey called for in Paragraph 7 hereof to give written notice to Seller or Seller's attorney of any objections by Buyer to the state of title (including any matters shown on the survey which are unacceptable to Buyer), other than the Permitted Exceptions (all of which are deemed acceptable by Buyer). Failure of Buyer or Buyer's attorney to deliver a written notice of disapproval of the state of title to Seller or Seller's attorney within said ten (10) day period shall be conclusive evidence that Buyer has approved each and every matter contained in said preliminary title report and shown on the survey, just as it has accepted the Permitted Exceptions, and that Buyer will accept title in that condition.

(d) After due notice, Seller shall have a reasonable time, not to exceed thirty (30) days, to cure any title defects (and if necessary, the closing shall be delayed for that period). If Seller fails to cure any title defect as to which due notice is given, Buyer shall have the option to:

(i) terminate this Agreement, in which case Buyer shall notify Seller that Buyer will not proceed with the purchase, whereupon this Agreement shall terminate and all parties shall be released from any further obligations hereunder, except that Buyer shall be entitled to an immediate refund of all monies paid in respect of the purchase price plus accrued interest, if any, or

(ii) proceed under this Agreement and accept title to the Real Property subject to such defects, in which case the closing shall take place on the later of the date set for closing as hereinafter provided or on a date mutually agreed upon by Seller and Buyer which shall be within ten (10) days from the date of such election by Buyer (the date finally set by the parties hereto for the closing shall be hereinafter referred to as the "Closing Date").

(e) Escrow Agent, as the agent for the title insurance company, shall be in attendance at the closing and be in a position to issue the title policy upon recording the appropriate documents and insure that Seller has complied with all requirements set forth under <u>Florida Statutes</u> 723.071(1), (2) and (3) to extinguish any right of purchase or rescission in favor of any tenants or homeowners association, if any, upon the execution and delivery of the statutory affidavit to be executed by Seller and to insure the Real Property free and clear of all exceptions to title other than the Permitted Exceptions.

#### 7. <u>SURVEY</u>.

(a) Within ten (10) days after the Effective Date of this Agreement, Seller shall deliver to Buyer a copy of Seller's most recent survey of the Property.

(b) Within five (5) days prior to the date of expiration of the Inspection Period (should Buyer elect to purchase the Property) Buyer shall, at its expense, obtain a current survey of the Real Property. The survey shall be prepared by a registered and/or licensed land surveyor in Florida, shall: (i) meet no less than the minimum technical standards of the <u>Florida Administrative Code</u> for land surveys and; (ii) shall be certified to Seller, Buyer, the title company issuing the title policy called for herein and any other person or entity designated by Buyer; and shall show the location of all permanent improvements, man-made objects (other than mobile homes, patios, driveways, carports and private roads within the perimeter boundaries of the Real Property), easements, encroachments, setbacks, road right-of-ways and such other matters as Buyer may reasonably require; and (iii) shall otherwise be in form acceptable to Buyer and the title company. The survey shall be prepared by a surveyor acceptable to Buyer and the legal description of the Real Property shall be printed on the survey.

(c) In the event the survey indicates any encroachments onto or off of the Property or other matters which constitute exceptions to title required by the title company to be set forth in Schedule B of the Title Policy or which preclude the deletion of the standard exceptions, the same shall be treated as a title defect and the provisions of Paragraph 6 hereof shall apply with respect thereto.

8. <u>CONDITIONS PRECEDENT</u>. The following are conditions precedent to Buyer's obligation to close and consummate the transaction contemplated by this Agreement. In the event that all of these conditions are not satisfied or fulfilled by the Closing Date, Buyer may elect not to close this transaction, and in such event, Buyer shall be entitled to the prompt return from Escrow Agent of the Earnest Money Deposit:

(a) The representations and warranties of Seller contained in Paragraph 6, above, shall be true and correct on the Closing Date.

(b) There shall have been no material change in the physical condition or the net operating income of the Property.

**9.** <u>CLOSING DATE/DOCUMENTS</u>. The sale and purchase transaction contemplated by this Agreement shall be closed and consummated on or before August 15, 2003 (the "Closing Date"). Closing shall be at the offices of Seller's counsel or may be effected through the mail as coordinated by counsel for Seller and Buyer. Notice shall be given to Escrow Agent at least five (5) days in advance of the date established by the parties for closing. The closing shall be at 10:00 A.M. on the Closing Date unless otherwise agreed by the parties or their counsel. At the closing, Seller and, as applicable, Buyer shall execute and deliver the following documents in form acceptable to Buyer and/or undertake the following:

(a) All corporate certifications, resolutions and approvals necessary to evidence both the Seller's and Buyer's authority to enter into and consummate the transactions contemplated by this Agreement.

(b) Special Warranty Deed from Seller to Buyer conveying title to the Real Property to Buyer free and clear of all liens, encumbrances and matters other than the Permitted Exceptions.

(c) Bill of Sale from Seller to Buyer transferring the Personal Property free and clear of all liens and encumbrances together with: (i) the original Motor Vehicle Certificate of Title (properly endorsed and lien free) for each mobile home unit and motor vehicle included in this purchase and sale; (ii) all facilities, equipment, fixtures, personalty and licensing rights to the utility company presently serving the Real Property; and all fixtures equipment, fixtures and personalty used in the operation of the community golf course and any and all other golf course amenities used in conjunction with the Real Property.

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(d) Affidavit of No Liens by Seller.

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- (e) Affidavit of Non-Foreign Status by Seller.
- (f) Affidavit of Compliance by Seller in conformity with Chapter 723.072, Florida Statutes

by Seller

(g) Rent Roll certified by Seller to Buyer and executed lease agreements from all tenants.

(h) Assignment from Seller to Buyer assigning all of Seller's right, title and interest, to the extent it exists and without representation or warranty, all leases, contracts and other items required to be assigned as set forth in this Agreement; all of which shall be assumed by Buyer effective from and after the Closing Date.

(i) Assignment by Seller, to the extent they exist and without representation or warranty, to Purchaser of all agreements, if any, which Seller has for access and utilities to service the Property; all of which shall be assumed by Buyer effective from and after the Closing Date.

(j) Sale Settlement (i.e. Closing) Statement by Seller and Buyer.

(k) Such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement.

(I) Seller shall deliver to Purchaser all existing plans and specifications relating to the improvements located upon the Property which are in Seller's possession or reasonably accessible to Seller.

(m) A Prospectus Certification certified by Seller to Buyer indicating the approval dates of each Prospectus approved pursuant to §723, <u>Florida Statutes</u>, with respect to the Property;

(n) Seller shall deliver and assign to Purchaser all of Seller's right, title and interest, if any, in and to all licenses, permits, certificates of occupancy, mobile home titles (for Seller owned mobile home units, if any) and such other comparable certificates or documents issued by the appropriate governmental authorities with respect to the Property or any part thereof which are legally assignable by Seller, if any.

(o) Buyer shall deliver to Seller the adjusted cash portion of the Purchase Price and authorize Escrow Agent's delivery of the Earnest Money Deposit to Seller. Said sum shall be paid, at Seller's election, by locally drawn cashier's check or Federal Reserve Bank wire transfer.

**10.** <u>CLOSING COSTS</u>. Seller shall pay for the cost of any corrective documents required for marketable and insurable title and the recording of the Special Warranty Deed, the costs of the documentary stamps on the Special Warranty Deed and all costs associated with the issuance of the title binder and policy (other than mortgagee title requirements, which shall be at Buyer's expense). Buyer shall pay for the survey and all due diligence expenses. Each party shall bear its own attorneys' fees and other professional costs, except as otherwise provided for herein.

11. **PRORATIONS**. Except as otherwise set forth in this Agreement, all taxes and other operating expenses and revenue of the Property shall be prorated as of the Closing Date. Taxes shall be prorated based upon the current year's tax. If the closing takes place and the current year's taxes are not fixed and the current year's assessment is available, taxes shall be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes shall be prorated on the prior year's tax taking into account the maximum available discount. Any current rents received by Seller in respect of the period after the Closing Date shall be promptly remitted to Buyer. With regard to delinquent rents, if any, Buyer shall not be held responsible for and Buyer shall not be required to institute any proceedings whatsoever to collect such delinquent rents. However, all rents received by Buyer attributable to periods prior to the Closing Date shall be promptly remitted by Buyer to Seller. All rents collected after the closing shall be first applied to current rents due, then to rents for periods prior to the Closing Date unless they are clearly

intended by the tenant to apply for the period prior to closing in which event they shall be promptly remitted to Seller. This obligation to remit shall survive the Closing and delivery of the Deed. Seller shall deliver to Buyer at the closing copies of such statements, invoices bills and receipts as shall be requested by Buyer to enable Buyer to verify the accuracy of the amounts of any prorations made pursuant to this paragraph. Buyer shall be credited at closing with all advance rentals and tenant security deposits previously paid to Seller. All prorations shall be made so that Seller has the benefit of all income and the burden of all expenses up to and including the Closing Date and Buyer has the benefit of all income and the burden of all expenses after the Closing Date.

12. PERSONAL PROPERTY. Seller represents that it is the owner of all of the items described in the Schedule of Personal Property and Equipment attached hereto as Exhibit "B" and made a part hereto by this reference, including any mobile homes, set-ups and attachments owned by Seller and located on the Real Property, free and clear of any and all liens and encumbrances as of the Closing Date. Seller agrees that it shall not remove from the Real Property any of the Personal Property currently used or useful in connection with the operation of the Real Property as a mobile home community except as may be required in the ordinary course of business for repair or replacement; any such replacement of an item of Personal Property pending Closing hereunder to be with a similar item or items of Personal Property of equal quality and quantity and free and clear of any liens as of the Closing Date. Buyer shall have the right at any time prior to the expiration of the Inspection Period, at its expense, to take and make a physical inventory of the Personal Property located on the Real Property provided that the time and the taking of such inventory is first coordinated with Seller. Seller shall have the right to have a representative of Seller present at the Real Property as and when such inventory of the Personal Property is taken by Buyer. The inventory of the Personal Property shall be in such detail as may reasonably be required by Buyer, but, in any event, shall include a specific description of each major item of Personal Property sufficient for purposes of its reasonable identification and a general description of other items of Personal Property by general category or type; it being understood and agreed, however, that all items of Personal Property, as described in Exhibit "B" shall be sold and conveyed by Seller to Buyer at Closing. Upon approval by Seller of the inventory of Personal Property, if any, so taken by Buyer, such inventory shall be substituted for Exhibit "B" attached hereto and attached as exhibits to the Bill of Sale to be executed by Seller to and in favor of Buyer at the time of Closing hereunder. On the Closing Date, Seller will deliver to Buyer said Bill of Sale, and, if any mobile homes or motor vehicles are included in the sale, Seller shall also deliver to Buyer certificates of title with respect thereto. All Personal Property shall be conveyed by Seller to Purchaser in "AS IS" condition and "WITH ALL FAULTS."

13. <u>UTILITY SYSTEM</u>. Buyer acknowledges that the Real Property is serviced by a PSC regulated utility system and that Buyer shall be responsible for all fees and costs associated with the application for the transfer of the utility system to Buyer. Seller and Buyer shall cooperate with each other in the execution and completion of all paperwork required for said transfer. Buyer shall acquire the utility system at closing in working condition and, to the best of Seller's actual knowledge, in material compliance with all governmental regulations, but without any representation or warranty by Seller and "AS IS" and 'WITH ALL FAULTS."

14. <u>CABLE SYSTEM</u>. Buyer acknowledges that the Real Property is serviced by a cable system and that Buyer shall be responsible for all fees and costs associated with the application for the transfer of the cable system to Buyer. Seller and Buyer shall cooperate with each other in the execution and completion of all paperwork required for said transfer. Buyer shall acquire the cable system at closing in working condition, but without any representation or warranty by Seller and "AS IS" and 'WITH ALL FAULTS."

**15.** <u>GOLF COURSE</u>. Buyer acknowledges that the Real Property contains an eighteen (18) hole executive golf course. Buyer shall be responsible for all fees and costs associated with the transfer of all permits and licenses in connection with the Golf Course. Seller and Buyer shall cooperate with each other in the execution and completion of all paperwork required for said transfer.

16. <u>OPERATION AND MAINTENANCE OF MOBILE HOME PARK</u>. Seller covenants that between the Effective Date and the Closing Date it will operate the Property in the same manner as any prudent mobile home park owner in the general location of the Property would operate its park. It is the

intention of the parties that the general operation of the Property shall not be changed between the Effective Date and the Closing Date.

17. LEASES, RENTS AND TENANTS. Pending Closing hereunder Seller agrees not to (except in the ordinary course of business): (a) terminate any lease affecting the Property unless the tenant is in default thereunder or (b) amend or modify any such lease. However, Seller shall have the right to execute any new leases under the same terms and conditions as currently prevail on the Property without obtaining Buyer's approval on any such lease. Seller shall comply with its obligations under each lease affecting the property and shall immediately notify Buyer of any default of the material terms and conditions of any lease prior to the Closing Date. Seller agrees to furnish to Buyer true copies of all existing written leases affecting the Property within five (5) days of the Effective Date of this Agreement.

18. <u>SERVICE CONTRACTS/WARRANTIES OR GUARANTEES</u>. Seller represents that the Schedule of Service Contracts attached hereto as Exhibit "F" and by this reference made a part hereof contains a true and complete list of all Service Contracts and warranties or guarantees presently in force and effect and applicable to the Property. Within ten (10) days after the execution of this Agreement by Seller, Seller shall deliver to Buyer true and complete copies of all such Service Contracts, warranties and guarantees. Seller agrees to maintain those Service Contracts in full force and effect until closing and Seller further agrees that, except in the ordinary course of business, Seller shall not to enter into any new Service Contracts applicable to the Property or amend any existing Service Contracts, warranty or guarantee, without the prior written consent of Buyer. At closing, Seller shall assign to Buyer all of its right, title and interest in and to the above Service Contracts and warranties and guarantees; provided, however, that Buyer shall have the right after closing hereunder to terminate any such Service Contracts as of the Closing Date.

**19.** <u>CONDEMNATION</u>. If, prior to closing, all or any part of the Real Property is taken by any governmental authority under its power of eminent domain, Buyer shall have the option, to be exercised within ten (10) days after Buyer receives written notice from Seller of same:

(a) To take title to the Property at closing without any abatement or adjustment in the Purchase Price, in which event Seller shall unconditionally assign its rights in the condemnation award to Buyer (or Buyer shall receive the condemnation award from Seller if it has already been paid to Seller prior to closing; or

(b) To terminate this Agreement, whereupon the duties and obligations of each of the parties hereto shall end and Buyer shall be entitled to the prompt return from Escrow Agent of the Earnest Money Deposit.

20. <u>RISK OF LOSS</u>. Risk of loss by damage or destruction to the Property prior to closing shall be borne by Seller. In the event of substantial damage (i.e. in an amount in excess of \$100,000.00) to said Property prior to the closing by fire or other casualty:

(a) Seller shall give prompt notice of such damage to Buyer;

(b) Seller shall furnish Buyer promptly with an estimate of the cost of the restoration, replacement or repair of such damage; and

(c) Buyer shall have the option to:

(i) terminate this Agreement and obtain the prompt return from Escrow Agent of its Earnest Money Deposit, together with all interest earned thereon; or

(ii) Take title to the Property at closing without any abatement or adjustment in the purchase price, in which event Seller shall unconditionally assign its rights in any insurance proceeds to Buyer (or Buyer shall receive the insurance proceeds paid to Seller if they have already been paid prior to closing).

21. DEFAULT BY SELLER. If, under the provisions of this Agreement, Seller shall be obligated to complete the sale of the Property but fails to do so within the applicable period provided for closing and such default continues for a period of fifteen (15) days after written notice thereof from Buyer to Seller, or shall otherwise fail to perform any of the other obligations of Seller hereunder within the required time period, Buyer shall have the option, to be exercised in its sole discretion, obtain the Earnest Money Deposit (a) as consideration for the execution of this Agreement; (b) as agreed on liquidated damages sustained by Buyer because of such default by Seller (the parties hereto agreeing that the retention of such funds shall not be deemed a penalty, and recognizing the impossibility of precisely ascertaining the amount of damages to Buyer because of such default and hereby declaring and agreeing that the sum so retained is and represents the reasonable damages of Buyer); (c) in full settlement of any claims of damages and in lieu of a specific performance by Buyer against Seller; and (d) in consideration for the full and absolute release of Seller by Buyer of any and all further obligations under this Agreement.

22. DEFAULT BY BUYER. If, under the provisions of this Agreement, Buyer shall be obligated to complete the purchase of the Property but fails to do so within the applicable period provided for closing, and such default continues for a period of fifteen (15) days after written notice thereof from Seller to Buyer, Seller's sole right and exclusive remedy against Buyer shall be to obtain the Earnest Money Deposit (a) as consideration for the execution of this Agreement; (b) as agreed on liquidated damages sustained by Seller because of such default by Buyer (the parties hereto agreeing that the retention of such funds shall not be deemed a penalty, and recognizing the impossibility of precisely ascertaining the amount of damages to Seller because of such default and hereby declaring and agreeing that the sum so retained is and represents the reasonable damages of Seller); (c) in full settlement of any claims of damages and in lieu of a specific performance by Seller against Buyer; and (d) in consideration for the full and absolute release of Buyer by Seller of any and all further obligations under this Agreement. In the event Buyer defaults hereunder, Buyer shall forthwith on demand by Seller return to Seller all title papers and other documents relating to the Property, including Buyer's copy of this Agreement.

23. <u>FLORIDA MOBILE HOME ACT</u>. The parties acknowledge that this transaction is "unsolicited" as defined by §723.071, <u>Florida Statutes</u>. At the closing, Seller shall deliver to Buyer an executed original of the affidavit contemplated by §723.072, <u>Florida Statutes</u>.

24. <u>BROKER'S COMMISSION</u>. Seller and Buyer each warrant that there are no real estate or other brokers or finders of any type involved in this transaction, and each party shall indemnify and hold harmless the other party from all claims or damages for any brokerage commissions and/or fees being claimed arising out of this transaction resulting from the actions of the defaulting party.

#### 25. ASSIGNMENT.

(a) Buyer shall have the right to assign this Agreement without the prior written consent of

Seller.

(b) Prior to Closing, Seller shall have the right to assign/transfer the Property to an affiliated entity if necessary for tax planning purposes and, in such event, Buyer shall acquire the Property from that entity pursuant to the terms and conditions of this Agreement as if conveyed by Seller.

26. <u>SURVIVAL OF AGREEMENT</u>. The terms and conditions of this Agreement which expressly so state shall survive the closing hereof.

27. <u>TIME IS OF THE ESSENCE</u>. Seller and Buyer acknowledge that time is of the essence of this Agreement.

**28.** <u>MODIFICATIONS</u>. The parties acknowledge that this Agreement is the entire agreement between the parties with respect to the subject matter hereof and that this Agreement cannot be modified without a written agreement executed by both parties.

29. <u>ATTORNEYS' FEES</u>. In the event of any litigation between the parties arising out of this Agreement, or the collection of any funds due Buyer or Seller pursuant to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees and expenses incurred. As used herein and throughout this Agreement, the term "attorneys' fees" shall be deemed to include all fees incurred whether by attorneys, paralegals, legal assistants or law clerks whether in pretrial, trial, appeal, bankruptcy, collection or declaratory proceedings. The provisions of this paragraph shall survive closing and delivery of the deed.

ESCROW AGENT. The sole responsibility of the Escrow Agent shall be to deposit the 30. Earnest Money Deposit into an interest-bearing, insured money market account with a local bank upon execution and delivery of all forms (including a fully-executed IRS Form W-9) and documents necessary to do so and to disburse said funds according to the terms of this Agreement. If the escrowed funds are deposited into an interest-bearing account, the rate of interest shall be that provided on the account by the institution in which the escrowed funds are deposited. Escrow Agent shall notify the parties hereto of the date of deposit, name of institution and current interest rate within five (5) days of deposit. In the event of a breach of this Agreement by either Seller or Buyer, or if, in the sole discretion of the Escrow Agent, some doubt exists as to when, to whom or under what circumstances such Earnest Money Deposit shall be disbursed hereunder, and the parties hereto are unable after ten (10) days' prior written notice thereof from Escrow Agent to agree and direct Escrow Agent, in writing, as to when, to whom or under what circumstances Escrow Agent shall disburse the same, Escrow Agent shall be entitled to interplead said Earnest Money Deposit into the Circuit Court of Pinellas County, Florida, without further liability or responsibility on its part. Costs, expenses and attorneys' fees incurred by Escrow Agent in connection with any such interpleader may be deducted by Escrow Agent from the amount of the Earnest Money Deposit prior to its deposit into the registry of the Court. In any event, however, all parties agree that Escrow Agent shall have no liability or any further responsibility to any party or person whomsoever for any disbursement of the Earnest Money Deposit made by Escrow Agent in good faith unless such disbursement shall constitute a willful breach of the duties and obligations of Escrow Agent under this Agreement or gross negligence on the part of Escrow Agent. Seller acknowledges that Escrow Agent is the attorney for Buyer and agrees that Escrow Agent may represent Buyer in connection with any dispute arising under this Agreement notwithstanding such service as Escrow Agent under this Agreement. The interest received on the Earnest Money Deposit shall be applied to the account of Buyer at closing. The Escrow Agent has executed the receipt attached to this Agreement to confirm that the Escrow Agent is holding and will hold and disburse funds paid in respect of the Purchase Price in escrow pursuant to the provisions of this Agreement and as directed by the parties in the Settlement (Closing) Statement.

**31.** <u>NOTICE</u>. Any notice, request, instruction or demand to be given hereunder shall be in writing and sent by facsimile, registered or certified mail, return receipt requested, or by overnight delivery service with receipt required to be signed for to the following addresses:

If to the Seller:

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With copies to attorney for Seller:

To:	Ruden, McClosky, Smith, Schuster & Russell, P.A.
Address:	150 Second Avenue North, 17th Floor
	St. Petersburg, Florida 33701
Telephone:	(727) 895-1971
Fax:	(727) 823-8979
ATTN:	David S. Bernstein, Esq.

If to the Buyer:

To:	Dockside Investors, L.L.C.
Address:	11210 Seminole Boulevard
	Largo, Florida 33778
Telephone:	(727) 586-2889
Fax:	(727) 581-0922
ATTN:	Jonathan James Damonte, Esq.

With Copies:

Thomas R. Pa	arks
36639 Jeffers	on Avenue
Dade City, Flo	orida 33523
Telephone:	(352) 567-9003
Fax:	(352) 567-6704
	•

With copies to attorney for Buyer:

To:	Jonathan James Damonte Chartered
Address:	11210 Seminole Boulevard
	Largo, Florida 33778
Telephone:	(727) 586-2889
Fax:	(727) 581-0922
ATTN:	Jonathan James Damonte, Esq.

If to Escrow Agent:

To:	Ruden, McClosky, Smith, Schuster & Russell, P.A.
Address:	150 Second Avenue North, 17th Floor
	St. Petersburg, Florida 33701
Telephone:	(727) 895-1971
Fax:	(727) 823-8979
ATTN:	David S. Bernstein, Esq.

or to such other address as is designated from time to time in writing by those entitled to receive notice. Facsimile notice is effective on the date of transmission, so long as a certified or registered mailing or overnight delivery is forwarded to the party being noticed on the same day as the facsimile transmission. Notice by mail shall be effective as of the date of mailing.

32. <u>NO ASSUMPTION OF LIABILITIES</u>. The parties acknowledge that this transaction contemplates only the sale and purchase of the Property and that the Seller is not selling a business nor do the parties intend that Buyer be deemed a successor of Seller with respect to any liabilities of Seller to any third parties. Accordingly, in addition to the other terms and conditions of this Agreement, Buyer shall neither assume nor be liable for any payments and benefits to past and/or present employees of Seller in connection with the Business being conducted on or from the Property as may have accrued through the Closing Date, including, but not limited to, salaries, wages, commission, bonuses, vacation pay, health and welfare contributions, pensions, profit sharing, severance or termination pay, taxes or any other form of compensation or fringe benefit.

**33. EXHIBITS**. In the event that any exhibit which is referred to in this Agreement is not attached hereto at the time of execution of this Agreement by Seller and Buyer, Seller shall promptly cause any such missing exhibit to be prepared and submitted to Buyer for Buyer's approval within fifteen (15) days from the Effective Date hereof. Upon approval of a given exhibit by Buyer, the same shall be incorporated into this Agreement by written agreement executed by Seller and Buyer.

34. <u>CONSTRUCTION</u>. This Agreement has been negotiated between the parties, each of whom have been represented by counsel. Accordingly, this Agreement shall not be construed against either party as the drafter of the Agreement in the event of any litigation with respect to it.

**35.** <u>ACCEPTANCE</u>. Seller shall have until 5:00 P.M. (ET) on Tuesday, May 27, 2003, within which to accept this Agreement. In the event Seller fails to accept this Agreement as of that time and date, this Agreement shall be null and void and of no further effect and Buyer shall be entitled to the prompt return from Escrow Agent of the Earnest Money Deposit.

**36.** <u>**RADON GAS**</u> Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The foregoing notice is provided pursuant to §404.056(6), <u>Florida Statutes</u> (1995), which requires that such notice be included in certain real estate documents.

#### 37. MISCELLANEOUS

(a) Notwithstanding anything herein to the contrary, Seller shall have the right to transfer the Property to any entity which the Seller is a majority owner prior to the Closing Date and assign all of its rights and obligations hereunder to such entity, provided such entity assumes all the rights and obligations of the Seller hereunder. Additionally, notwithstanding anything herein to the contrary, Seller shall have the right to structure the instant transaction as the sale and purchase of 100% of the ownership interest in a newly formed entity. In the event the instant transaction is structured as an ownership interest sale, Seller shall provide Buyer with a certified list of all known liabilities and a general indemnification agreement signed by CP Limited Partnership covering all claims, liabilities, causes of action and debts which accrued prior to the Closing Date.

(b) Seller's obligations under this Agreement are subject to ratification by Chateau Communities, Inc.'s Executive Committee. Seller shall use its best efforts to obtain such ratification within five (5) days after the execution of this Agreement and shall provide Buyer written affirmation of the same. In the event this Agreement is not ratified by the Executive Committee, this Agreement shall terminate and Buyer's Deposit shall be immediately refunded by the Escrow Agent to Buyer.

(c) The Buyer acknowledges that Seller may be engaged in tax appeals related to the real and/or personal property taxes levied against the Assets. In the event that Seller is able to cause the taxable valuations, assessments and/or rates to be reduced from their current levels, Buyer agrees that it shall reimburse Seller fifty percent (50%) of the cost incurred by Seller in pursuing the tax appeal, provided however that in no event shall such reimbursable cost exceed the reasonable benefit to be derived by Buyer as a result of such reduction. Any refunds received shall be divided between the Buyer and Seller in accordance with the respective periods in which each party owed the Assets.

**38.** <u>VENUE</u>. Venue for any legal proceeding hereunder shall be in Pinellas County, Florida, except with respect to an interpleader action pursuant to Paragraph 29 herein which the parties acknowledge shall be instituted in Pinellas County, Florida, pursuant to said paragraph.

**39.** <u>WAIVER OF JURY TRIAL</u>. Seller and Buyer knowingly, voluntarily and intentionally waive any right to trial by jury in respect to any litigation arising out of, under or in connection with this Agreement or the transaction described herein.

**40.** <u>SECTION 1031 EXCHANGE</u>. Seller and/or Buyer hereunder may wish to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated thereunder, for title in the Property. Buyer and/or Seller, as the case may be, shall cooperate with the other party(ies) to accomplish the like-kind exchange transaction, and each party shall pay for all of its respective costs and expenses associated with the exchange procedure.

41. EFFECTIVE DATE. Unless otherwise set forth herein, the Effective Date shall be the date this Agreement is executed by both Seller and Buyer.

COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, 42. each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

FACSIMILE. A facsimile of this Agreement or any portion hereof, including the signature 43. page of any party, shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and vear indicated below.

WITNESSES:

CWS COMMUNITIES, LP., a Delaware limited partnership authorized to transact business in the State of Florida

- By: CP Limited Partnership, a Maryland limited partnership, its Managing Partner
  - By: CHATEAU COMMUNITIES, INC., a Maryland corporation authorized to transact business in the State of Florida. its General Partner

Bv

C. FERNIE, Senior Vice President

KINDA PRMA moren Catherine EMOSier

As to Seller

WITNESSES:

Print Name:

"Seller" 03 SELLER'S EXECUTION DATE:

> DOCKSIDE INVESTORS, L.L.C., a Florida limited liability company

Print Name:

Print Name:

As to Buyer

By:

STEPHEN E. McCONIHAY, Managing Member

"Buyer"

BUYER'S EXECUTION DATE:

**41.** <u>EFFECTIVE DATE</u>. Unless otherwise set forth herein, the Effective Date shall be the date this Agreement is executed by both Seller and Buyer.

42. <u>COUNTERPART EXECUTION</u>. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

43. **FACSIMILE**. A facsimile of this Agreement or any portion hereof, including the signature page of any party, shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year indicated below.

WITNESSES:

CWS COMMUNITIES, LP., a Delaware limited partnership authorized to transact business in the State of Florida

- By: CP Limited Partnership, a Maryland limited partnership, its Managing Partner
  - By: CHATEAU COMMUNITIES, INC., a Maryland corporation authorized to transact business in the State of Florida, its General Partner

JOHN C. FERNIE, Senior Vice President

Print Name:

Print Name:\_\_\_\_\_

As to Seller

"Seller"

SELLER'S EXECUTION DATE:

By:

WITNESSES:

whon Print Name: rKa Print Name

As to Buyer

DOCKSIDE INVESTORS, L.L.C., a Florida limited	I
liability company	

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**BUYER'S EXECUTION DAT** 

#### RECEIPT BY ESCROW AGENT

of First American Title Insurance Company, Escrow Agent under that Mobile Home Park Purchase and Sale Agreement having an Effective Date of May 272003, between CWS COMMUNITIES, LP., a Delaware limited partnership authorized to transact business in the State of Florida, as Seller, and DOCKSIDE INVESTORS, L.L.C., a Florida limited liability company, as Buyer (the "Agreement"), to which this Receipt is attached, hereby acknowledges the receipt of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), and will hold and disburse said sum as Escrow Agent in accordance with the terms of the Agreement.

FIRST COMPA		TITLE	INSURANCE
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By: 💙	1. Le	* d	le
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Title:	SR-ESCID	wor	fill
Date:	5/28/2	3	

#### **EXHIBITS TO AGREEMENT**

- A. Legal Description
- B. Schedule of Personal Property
- C. Due Diligence List
- D. Permitted Exceptions
- E. Rent Roll
- F. Service Contracts

#### EXHIBIT "A" LEGAL DESCRIPTION

#### Parcel A

A portion of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: Commence at the Southeast corner of Section 2, Township 34 South, Range 28 East; thence N. 1 degrees 08 minutes 50 seconds W., and along the East line of said Section a distance of 242.14 feet; thence N. 89 degrees 48 minutes 08 seconds W., a distance of 2042.29 feet for Point of Beginning; thence continue N. 89 degrees 48 minutes 08 seconds W., a distance of 1897.96 feet to a point in the centerline of Memorial Drive (State Road No. 17-A); thence N. 01 degrees 30 minutes 39 seconds W. and along the centerline of Memorial Drive a distance of 374.17 feet; thence N. 88 degrees 36 minutes 40 seconds E., a distance of 1898.91 feet; thence S. 01 degrees 16 minutes 18 seconds E., a distance of 426.72 feet to Point of Beginning. LESS and EXCEPT the West 50.00 feet for right of way.

#### Parcel B

All that part of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 34 South, Range 28 East, lying West of the A.C.L. Railroad right of way together with that part of Lots 9 thru 14, inclusive of Warren and Monday Subdivision as recorded in Plat Book 1, page 10, Highlands County, records lying within the following boundary:

Commence at the Southeast corner of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, run thence N. 1 degree 08 minutes 50 seconds W., along the line between Section 1 and 2 for 242.14 feet for a Point of Beginning, thence N. 89 degrees 48 minutes 08 seconds W., 3940.25 feet to intersect the centerline of S.R. S-17A, thence N. 1 degrees 30 minutes 39 seconds W., along said centerline 374.17 feet, thence N. 88 degrees 36 minutes 40 seconds E., 1898.91 feet, thence N. 1 degree 16 minutes 18 seconds W., and parallel with the West line of said Southeast 1/4 for 1926.23 feet to intersect the North line of said Southeast 1/4 (being also the South line of said Warren and Monday Subdivision), thence N. 20 degrees 20 minutes 23 seconds W., 899.56 feet to a point herein designated Point A, which is the Westerly and of a control line along Lake Denton, thence continue N. 20 degrees 20 minutes 23 seconds W., 30.00 feet more or less to the shore of Lake Denton. thence Easterly along the meanders of Lake Denton, 370.00 feet more or less to intersect the North line of Lot 9, of Warren and Monday Subdivision, thence N. 88 degrees 38 minutes 32 seconds E., 50.00 feet more or less along said North line to a point on the aforesaid control line which bears N. 68 degrees 29 minutes 12 seconds E., 417.65 feet from said Point A, thence continue N. 88 degrees 38 minutes 32 seconds E., along said North line of Lot 9, 626.48 feet to intersect the East line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4, thence N. 1 degree 12 minutes 21 seconds W., 331.46 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4, thence N. 88 degrees 38 minutes 48 seconds E., along North line of the Southeast 1/4 of the Northeast 1/4, 220.95 feet to the Westerly right of way line of the A.C.L. Railroad right of way, thence S. 18 degrees 16 minutes 58 seconds E., along said Westerly right of way line, 3746.87 feet to the East line of Section 2, thence S. 1 degrees 08 minutes 50 seconds E., along the Section line 149.60 feet to the Point of Beginning.

THE FOREGOING PARCEL A AND PARCEL B BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

All that part of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 34 South, Range 28 East, lying West of the A.C.L. Railroad right of way together with that part of Lots 9 thru 14 inclusive, of Warren and Monday's Subdivision as recorded in

Plat Book 1, page 10, Highlands County records lying within the following described boundary:

Commence at the Southeast corner of Section 2, Township 34 South, Range 28 East, Highlands County, Florida; run thence N. 1 degree 08 minutes 50 seconds W., along the line between Section 1 and 2 for 242.14 feet to a Point of Beginning; thence N. 89 degrees 48 minutes 08 seconds W., 3940.08 feet to intersect the centerline of S.R. S-17A; thence N. 1 degrees 30 minutes 39 seconds W., along said centerline, 374.17 feet; thence N. 88 degrees 36 minutes 40 seconds E., 1898.91 feet; thence N. 1 degrees 16 minutes 18 seconds W., and parallel with the West line of said Southeast 1/4 for 1926.23 feet to intersect the North line of said Southeast 1/4 (also being the South line of said Warren and Monday's Subdivision); thence N. 20 degrees 20 minutes 23 seconds W., 899.56 feet to a point herein designated as Point A, which is the Westerly end of a control line along Lake Denton; thence continue N. 20 degrees 20 minutes 23 seconds W., 30 feet more or less, to the shore of Lake Denton, thence Easterly along the meanders of Lake Denton, 370.00 feet more or less to intersect the North line of Lot 9, of Warren and Monday's Subdivision, thence N. 88 degrees 38 minutes 32 seconds E., 50.00 feet more or less along said North line to a point on the aforesaid control line which bears N. 68 degrees 29 minutes 12 seconds E., 417.65 feet from said Point A: thence continue N. 88 degrees 38 minutes 32 seconds E., along said North line of Lot 9, 626.48 feet to intersect the East line of Southwest 1/4 of the Northeast 1/4: thence N. 1 degrees 12 minutes 34 seconds W., 331.46 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4; thence N. 88 degrees 38 minutes 48 seconds E., along North line of the Southeast 1/4 of the Northeast 1/4, 220.95 feet to the Westerly right of way line of the A.C.L. Railroad right of way, thence S. 18 degrees 16 minutes 58 seconds E., along said Westerly right of way line, 3746.87 feet to the East line of Section 2; thence S. 1 degrees 08 minutes 50 seconds E., along the Section line, 149.60 feet to the Point of Beginning.

#### EXHIBIT "B"

#### SCHEDULE OF PERSONAL PROPERTY

[to be provided by Seller]

	CLC Inventory
Office #1	1 desk with side extension
	2-2drwaer file cabinets
	1 end table
	1 dell computer Optiplex gx110
	1 HP printer HP 648c
	1 large vinyl chair
	2 office chairs
	1 bookcase
	1 HP3300c scan jet
05	Leased equipment Pitney bowes e575 postage machine
Office #2	1 adding machine
	1 6ft table
	1 desk with side extension
	2 book cases
	4-4 drawer file cabinets
	1 large vinyl chair
Office #3	4 chairs
	1 adding machine TI5130II
	1 fax machine Brother 1270
	1 typewriter Brother SX 4000
	1 paper shredder
	1 paper cutter
	1 2drawer file cabinet
	1 sony 2line phone
	1 polaroid POC 640 cf camera
	1 polaroid 1 step flash camera
	1 vivtar 270pz power zoom camera
	1 IB1CO Laminator HL9
Office #4	3 letter size file cabinets
	1 13" magnavox TV
	1 sherwood music system w/ 5disc auto loading system
	1 sharp AR1GZS copier w/stand
	1 Lexmark E320 printer
	1 table (dining)
	2 sceretary chairs
	1 desk chair 1 computer desk conter
	1 computer desk center 1 office chair
	1 dell Optiplex GX 240 computer
	1 sharp adding machine
	15 folding chairs
Restaurant	2 bellsouth telephones
	1 ryoal cash reigister
	1 bellsouth answering machine
	1 cannon adding machine
	1 stapler
	2 crock pots
	4 drink canisters
	1 whirlpool fridge/ freezer
	12 waitress trays

1 bunn coffee maker

2 ice scoops

5 trash cans

1 manitowac ice machine

20 pitchers

1 sweeper

66 chairs

81 pieces of silverware(forks, spoons, knives)

17 tables

144 cofffe cups & saucers

300 glasses (wine, beer & drinking)

1 peerless walkin cooler

3 sinks

1 cart

2 bus pans

1 kenmore upright freezer

1 energy mizer dishwasher

1 cecilware fryer

1 imperial stove & grill

1 kenmore deep freezer

1 eagle 3 bay steam table

1 true sandwich bar

1 true refrigator unite

1 berkel meat slicer

1 ge microwave

1 regal food processor

1 kitchen aid mixer

1 sunbeam mixer

1 scale

2 toasters

1 large stock pot

5 pots

4 straners

325 lunch plates 2 dozen salad bowls

2 buckets of cooking untensils

15 mixing/storage bowls

1 heating table

6 warmers

1coffee pot

1 vaccum

1 punch bowl

1 laundry basket

15 food trays

10 glass candle holders

12 cookie sheets

3 tray stands

4baking pans deep

12 baking pans shallow

6 baking pan lids

1 ironing board

50 salt & pepper shakers

	6 ceiling fans 22 sugar holders
	11 cream holders
Clubhouse	21 8 ft tables
	1 fire extinguisher
Weight Room	1 Nordic track EXP1000 tread mill
-	1 weight machine
	1 Marcy EM 1PRO exercise bench
	1 Marcy EM 1PRO exercise machine
	4 sets of free weights 2 pool tables
Pool Room	2 plastice resin chairs
	1 fire extinguisher
Library	1 fire extinguisher
Entrance	8 white occasional chairs
Entrance	2 white urns
	2 brass easels
	1 cocktail table
	1 artifical flower arrangement
	1 fire extinguisher
Laundry Room	2 washing machines
	2 clothes dryer 1 8ft table
	1 laundry sink
	1 garbage can
	1 fire extinguisher
Residents Kitchen	1 fire extinguisher
Old Pro Shop	18 metal folding chairs
	4 8ft tables
Swimming pool	6 umbrella tables
	6 umbrellas
	24 chairs
	22 lounge chairs
	8 snack tables
	3 plastic resign chairs
	2 pool covers 4 canvas covers
	4 poles
	1 insect removal net
	1 garbage can
	1 pool brush
	1 coke machine
Beach '	24 lounge chairs
	2 paddle boats
Mulligan	8 umbrella tables
	32 chairs
	1 portable bar
	1 curtis mathes tv 1 tribute to bob hope wall plaque
	1 19th hole sign
	1 garbage can
Golf Course	2 cushman air cooled trucksters

2 cushman liquid cooled trucksters 1 cushman spraytek 175 spryaer cushman TD 1500 topdresser cushman top dresser cushman quick aerator cushman core harvester dixie chopper Ford 951b bushhog jacobson tf 60 tri plex jacobson tri plex II john deere 850 tractor loader kubota L3750 tractor lely spreader mars sweeper ryan core aerifier smithco 100 gal sprayer smithco 300 gal sprayer toro sand pro 14 toro 216 reel master toro 325 groundmaster toro gm 3000 tri olex toro 7 gang reelmaster toro verticutting reels yazoo 60" deckmower ez-go wheel golf cart w/charger stihl HT 75 pole saw echo srm 230 weedeater poulan 18" chainsaw ryan renothin verticutter earthway fertilizer speader herd fertilizer seeder foley back lapping machine coleman black max 5hp air compressor miller millermatic welder oxygen & acetylene cutting torch clarke parts washer schumacker battery charger set husky hand tools & box lesco back pack sprayer pull behind roller 1 ton chain hoist Leased equipment savin 9920DP copier

1 sharp cash reigister

1 calculator cannon P23DHII

1 premier phone

1 wall AC maytag 2 6' pinic tables

1 desk chair 4 folding chairs 1 round table & chair 1 vacuum cleaner kenmore

Pro Shop

## Maintenance

- 1 box vermont american tool kit
- 1 71/4 electric saw circular
- 2 dewalt battery drills
- 1 sawzall saw battery operated
- 1 16" chain saw
- 1 stick edger stihl
- 1 weed eater echo
- 1 tool box assortment tools
- 1 tool box for back of truck
- 2 desks
- 5 chairs
- 1 s10 chevy truck
- 2 kawaskai mules 550 type kaf 300c
- 1 dixie chopper mower serial no 2524
- 1 ford tractor w/box blade serial no 4912040
- 1 club car golf cart
- 1 battery charger
- 1 8' trailer
- 1 ez go golf cart 1999
- 1 battery charger

## EXHIBIT "C"

## DUE DILIGENCE LIST

#### Due Diligence Schedule For Crystal Lake Club:

#### Credit Issues: Park and Golf Course:

- 1) Rent roll for seasonal and yearly renters. ( Current and for previous three years)
- 2) List of income derived from each lot. Whether derived from a seasonal or multiple weekly rentals.
- 3) Previous three years P & L with financial statements.
- 4) Previous three years tax returns.
- 5) Previous two years bank statements with canceled checks.
- 6) Details of any special rent concessions and dates of expiration.
- 7) Copies of all leases and notices to tenants, correspondence with tenants and home owners association for last three years.
- 8) Golf Club activity information as available
- 9) Copy of Chart of Accounts with numerical identification
- 10) Previous three years "Schedule of Capitalized Items" not otherwise shown on income and expense reports.
- 11) Copies of previous three years rent and pass through notices.

#### **Collateral Issues:**

- 1) Prior title insurance policy.
- 2) Most recent survey.
- 3) Most recent appraisal.
- 4) Most recent environmental hazard report (include all phases)
- 5) Most recent property condition and deferred maintenance report.

### **Operational Issues:**

- 1) Copies of all operational permits
  - a HRS, DEP, County, State, etc.
  - b. Copy of water and waste water permits, and most recent renewal logs.
- 2) Copies of previous two years of tax Bills and schedule of schedule of sales tax payments. If any.
- 3) Copies of water and waste water tariffs and annual PSC reports
- 4) Schedule of all vendors compensation paid and services performed including but not limited to the water and wastewater operations, CATV operations, fire safety, swimming pool maintenance operations, contractors and subcontractors, for park and tenant services, golf course, restaurant and any other related costs pertaining to the operation of Crystal Lake Club park.
- 5) Copy of current property and casualty, liability and other related insurance policies and loss reports.
- 6) Schedule of employees, agents, and their compensation, as well as services performed. (key people)
- 7) Contracts the current park operator has with any outside vendors, employees, suppliers, etc. (Include any advertising contracts such as bill boards, yellow pages et al.)
- 8) All government inspections from County, State and regulatory agencies.
- 9) Copies of all active park prospectuses and a list of which lots each prospectus covers.

Any and all items required by Buyer's Lender, Attorney, and third party investigators.

## EXHIBIT "D"

## PERMITTED EXCEPTIONS

- 1. Real estate taxes for the year 2003, which are not yet due and payable.
- Restrictions, conditions, reservations, easements and other matters as shown on the Plat of A Replat of Crystal Lake Golf Club recorded in Plat Book 15, Page 97, Public Records of Highlands County, Florida.
- 3. Restrictions, conditions, reservations, easements and other matters as shown on the Plat of Crystal Lake Golf Club recorded in Plat Book 14, Page 80, Public Records of Highlands County, Florida.
- 4. Restrictions, conditions, reservations, easements and other matters as shown on the Plat of Avon Springs Mobile Villas recorded in Plat Book 8, Page 57, together with Resolution vacation plat recorded in Official Records Book 904, Page 912, all in the Public Records of Highlands County, Florida.
- 5. Easement in favor of Priestes Homes, Inc., as recorded in Official Records Book 917, Page 521, Public Records of Highlands County, Florida.
- 6. Easement in favor of Florida Power Corporation as recorded in Deed Book 149, Page 202, Public Records of Highlands County, Florida.
- Easement in favor of United Telephone Company of Florida as contained in instrument recorded in Official Records Book 942, Page 498, Public Records of Highlands County, Florida.
- 8. Easement in favor of Florida Power Corporation as recorded in Official Records Book 943, Page 860 and Official Records Book 943, page 862, Public Records of Highlands County, Florida.
- 9. Easement in favor of Century Group, Inc., as contained in instrument recorded in Official Records Book 955, Page 373, Public Records of Highlands County, Florida.
- 10. Right of Way Utilization Agreement as recorded in Official Records Book 1085, Page 697, Public Records of Highlands County, Florida.
- 11. Rights of tenant(s) in possession, if any, under lease(s) not recorded in the Public Records.
- 12. Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary line separating the publicly used area from the upland private area.
- 13. Any land described in Schedule A which is artificially filled land in what was formerly navigable waters, is subject to the rights of the United States government, arising by said government's control over navigable waters involving navigation and commerce.



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EXHIBIT "E"

# RENT ROLL

[To be provided by Seller]

21

First Day of Month: 5/1/03

Current Day of Month: 5/31/03

		Move In	Equip	Site	Resident			Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0001S	7/18/02	AV	S	1192	Crystał Lake Club	312.00		.00	.00.	.00
1192	1192B0002S	7/18/02	AV	s	1192	Crystal Lake Club	312.00		.00	.00	.00
1192	1192B0003S	7/18/02	AV	s	1192	Crystal Lake Club	312.00		.00.	.00	.00
1192	1192B0004S	7/18/02	AV	S	1192	Crystal Lake Club	312.00		.00	.00	.00
1192	1192B0005S	7/18/02	AV	S	1192	Crystal Lake Club	312.00		.00	.00	.00
1192	1192B0006S	7/9/01	L	S	1750006	Eckstein, Donald	311.05		340.49	340.49-	.00
1192	119280007S	3/28/02	L	s	1751113	CSI #7	312.00		.00	.00	.00
1192	1192B0008S	7/18/02	AV	S	1192	Crystal Lake Club	312.00		.00	.00	.00
1192	1192B0009S	7/18/02	AV	S	1192	Crystal Lake Club	312.00		.00	.00	.00
1192	1192B0010S	8/29/97	L	S	1752221	Bonatz, William	324.07		340.50	340.50-	.00
1192	1192B0011S	12/1/96	L	S	1753338	Crosby, John	318.77		.25-	376.92-	376.92-
1192	1192B0012S	7/3/02	L	S	1754285	Peterson, William	336.00		365.61	387.01-	10.70-
1192	1192B0013S	5/28/97	L	s	1754390	Farver, Roger	318.77		373.62	.00	.00
1192	1192B0014S	7/18/02	AV	s	1192	Crystal Lake Club	336.00		.00	.00	.00
1192	1192B0015S	12/17/97	L	S	1754509	Jennings, THEODORE	324.07		361.56	.00	10.70-
1192	1192B0016S	2/6/01	L	S	1754613	Gallagher, Emmet	336.00		8.78	740.82-	366.02-
1192	1192B0017S	3/1/92	L	S	1754728	Downey, Robert	313.16		362.38	362.38-	.00
1192	1192800185	5/1/89	L	S	1750014	Donovan, John	313.16		1.81-	360.00-	360.00-
1192	1192B0019S	9/1/96	L	S	1750129	Kane, Margaret	313.16		356.60	356.60-	.00
1192	1192B0020S	8/31/00	L	S	1750233	Allen, Herscheil	334.67		341.79	.00	.00
1192	1192B0021S	2/1/91	L	S	1750348	Hatch, Russell	313.16		343.58	343.58-	.00
1192	1192B0022S	4/7/98	L	S	1750452	Jennings, Donald	326.25		15.21	331.27-	354.98-
1192	1192B0023S	3/1/91	L	S	1750567	Mayer, Everett	313.16		3.59-	713.01-	358.30-
1192	1192B0024S	1/1/90	L	S	1750671	Angermeier, Rudolph	313.16		.00	686.56-	343.28-
1192	1192B0025S	4/7/98	L	S	1750786	Harper, Willis	326.25		384.02	.00	.00
1192	1192B0026S	5/26/99	L.	S	1750891	Wilson, William	329.20		5.29-	726.31-	365.80-
1192	1192B0027S	7/18/02	AV	S	1192	Crystal Lake Club	336.00		.00	.00	.00
1192	1192B0028S	1/1/95	L	S	1751009	KRAHE ESTATE	261.81		316.01	316.01-	.00
1192	1192B0029S	4/1/94	L	S	1751121	PEPPER, NAN	261.81		7.58	564.52-	278.47-
1192	1192B0030S	5/9/01	L	S	1751236	Kurland, John	336.00		361.77	361.77-	.00
1192	1192B0031S	4/1/88	L	S	1751341	Brosi, Edward	252.01		3.27-	294.65-	294.65-
1192	119280032S	7/18/02	AV	S	1192	Crystal Lake Club	330.00		.00	.00	.00
1192	1192B0033S	11/1/93	L	S	1751455	Parlow, William	313.16		.00	686.56-	343.28-
1192	1192B0034S	7/18/02	AV	S	1192	Crystal Lake Club	336.00		.00	.00	.00
1192	1192B0035S	8/1/94	L	S	1751560	Lis, Michael	261.81		2.46-	588.14-	295.30-
1192	1192B0036S	12/26/01	L	S	1751674	Halkyer, George	336.00		1.63	382.74-	382.74-
1192	1192B0037S	4/1/90	L	S	1751789	Goode, Warren	313.16		.11	354,15-	354.15-
1192	1192B0038S	2/5/99	L	S	1751893	Dalby, Deimer	329.20		336.24	336.24-	.00
1192	1192B0039S	11/1/91	L.	S	1752001	Meaney, Ray	313.16		1.23-	336.05-	359.76-
1192	1192B0040S	11/30/98	L	S	1752116	Kurz, Herbert	326.25		362.66	.00	00.
1192	1192B0041S	9/28/00	Ĺ	S	1752239	VANZANT KAREN	318 88		343 64	00	349 64

#### :5501RR

irst Day of Month: 5/1/03

Jurrent Day of Month: 5/31/03

		Move In	Equip	Site	Resident			Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0042S	7/1/90	L	s	1752343	Salinas, Rufino	313.16		5.93-	378.28-	378.28-
1192	1192B0043S	7/1/89	L	S	1752458	Cieslak, Chet	318.88		17.52-	354.19-	354.19-
1192	1192B0044S	2/1/92	L	S	1752562	Brasley, Rene	313.16		8.15-	340.73-	340.73-
1192	1192B0045S	12/1/94	L	s	1752677	Ray, Kenneth	261.81		10.86	296.09-	296.09-
1192	119280046S	12/1/90	L	s	1752781	Marschall, Gordon	313.16		359.57	.00	10.70
1192	1192B0047S	1/1/91	L	s	1752896	Divis, George	307.52		352.55	352.55-	.00
1192	1192B0048S	2/6/01	Ł	s	1753004	Pinder, Thomas	336.00		21.00	745.82-	362.41-
1192	1192B0049S	6/1/90	Ł	s	1753119	Kirk, Gordon	313.16		5.75	659.06-	332.58-
1192	1192B0050S	3/1/90	L	s	1753223	Bennett, Orville	313.16		319.78	319.78-	.00
1192	1192B0051S	1/1/87	L	S	1753346	Vanderweele, Robert	225.49		7.68-	275.10-	275.11-
1192	1192B0052S	5/1/88	L	s	1753451	HALL, DIANE	252.01		249.88	288.70-	19.41-
1192	1192B0053S	4/1/90	L	S	1753565	Kay, James	307.52		329.92	.00	.00
1192	1192B0054S	2/29/00	L	s	1753670	Little, Larry	334.67		359.66	.00	.00
1192	1192B0055S	12/1/87	L	s	1753784	Mitchell, Jeanette	252.01		.00	279.64-	.00
1192	1192B0056S	2/23/99	L	s	1753899	Peabody, John	329.20		46.96	346.48-	346.48-
1192	1192B0057S	10/5/01	L	s	1754007	Musselman, Nils	336.00		.51	729.47-	364.48-
1192	1192B0058S	7/11/02	L	s	1754111	Fitch, Christine	336.00		.00	374.61-	.00
1192	1192B0059S	11/19/97	L	s	1754226	Hudson, John	324.07		350.48	.00	.00
1192	1192B0060S	4/27/01	L	s	1754277	Packard, Geraid	336.00		394.38	.00	370.38-
1192	1192B0061S	2/25/02	L	s	1754293	Mellske, Donald	336.00		376.64	360.00-	16.64
1192	1192800625	6/23/97	٤	S	1778455	BUXTON, JAMES	318.77		373.45	373.45-	.00
1192	1192800635	6/1/89	L	S	1754314	Thorpe, Chuck	318.88		27.07	361.32-	361.32-
1192	1192B0064S	5/10/02	L	S	1754322	Rahke, Ronald	336.01		379.97	379.97-	.00
1192	1192B0065S	1/1/97	L	S	1754331	Schodorf, John	324.07		1.01	334.07-	335.90-
1192	1192B0066S	12/26/01	L	S	1754349	Martin, Richard	336.00		343.25	343.25-	00.
1192	1192B0067S	12/30/01	L	S	1754357	Marotta, John	325.00		29.09	327.83-	351.54-
1192	1192B0068S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	1192B0069S	6/1/89	L	S	1754365	Mcconnell, Marvin	286.22		346.18	343.87-	2.31
1192	1192B0070S	8/1/93	L	S	1754373	Joshnick, Arnold	307.45		352.99	.00	.00
1192	1192B0071S	6/1/89	L	S	1754381	Detwieler, Charles	307.45		2.96-	361.50-	361.50-
1192	1192B0072S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	1192800735	8/13/01	L	S	1754402	Thomas, Charles	325.00		.01-	719.85-	359.93-
1192	1192B0074S	12/26/01	L	S	1754411	Calso, Gerald	330.00		353.04	353.04-	.00
1192	1192800755	2/22/02	L	S	1754429	Sandy, William	336.00		386.40	375.70-	.00
1192	1192B0076S	3/1/89	L	S	2020363	JOSEY, GENE	286.22		10.87	583.31-	286.22-
1192	1192B0077S	9/1/89	L	S	1834728	SUNTRUST, KIRWAN	286.22		303.50	669.47-	.00
1192	1192B0078S	1/1/89	L	S	1754453	Mclean, Evelyn	286.22		1.16-	322.08-	322.08-
1192	1192B0079S	2/1/90	Ĺ	s	1754461	Pryts, Alice	307.45		7.33-	696.55-	351.94-
1192	1192B0080S	4/9/01	Ĺ	S	1754470	Mason, Richard	325.00		350.64	.00	1.83-
1192	119280081S	11/1/88	L	S	1754488	Benton, MARILYN	286.22		304.01	.00	.00
1192	1192B0082S	1/1/89	L	S	1754496	Ballard, Roval	286.22		4 06-	331 51-	331 51-

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irst Day of Month: 5/1/03

Jurrent Day of Month: 5/31/03

# Chateau Communities, Inc.

Rent Roll Report

		Move in	Equip	Site	Resident			Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192800835	12/1/88	L	S	1754517	Collins, John	293.10		321.32	321.32-	.00
1192	1192B0084S	12/1/88	L	s	1754525	Daniels, Mert	318.88		6.58-	382.71-	382.71-
1192	1192B0085S	11/30/98	L	s	1754533	Jones, Katurah	320.81		8.93-	381.03-	381.03-
1192	1192B0086S	10/1/88	L	s	1754541	Barton, William	286.22		4.51-	350.82-	350.82-
1192	1192B0087S	8/31/00	L	s	1754550	Ashley, Geraid	323.37		350.17	.00	.00
1192	1192B0088S	2/27/01	L	S	1754568	Maloney, Maurice	325.00		350.77	350.77-	.00
1192	1192B0089S	3/30/01	L	S	1754576	Allen, Robert	325.00		.00	357.86-	357.86-
1192	1192B0090S	7/26/00	L	S	1754584	Macintyre, Donald	323.37		370.78	367.52-	.10
1192	1192B0091S	3/1/91	L	s	1754592	Flynn, Gordon	307.45		1.41	368.45-	2.31
1192	1192B0092S	12/1/88	L	s	1754605	Smith, Dorothy	300.10		357.30	.00	1,856.95
1192	1192800935	4/1/97	L	s	1754621	Manganaro, Phil	273.18		20.14-	305.91-	305.91-
1192	1192B0094S	7/18/02	AV	s	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	1192800955	4/22/02	L	s	1754630	MABRY, GERRY	325.00		307.70	355.12-	23.71-
1192	1192B0096S	6/26/97	L	S	1754648	Connolly, MICHAEL	313.21		374.07	374.07-	.00
1192	1192B0097S	2/14/02	L	S	1754656	D'ambrosio, Sonya	325.00		353.99	353.99-	.00
1192	1192B0098S	1/26/01	L	S	1754664	Lintermoot, Ralph	325.00		.72-	350.16-	350.16-
1192	1192B0099S	11/1/88	L	S	1754672	Curry, Ruth	286.22		.25-	337.37-	337.37-
1192	1192B0100S	9/1/97	L	S	1754681	Auld, Lawrence	318.65		385.69	.00	.00
1192	1192B0101S	12/1/88	L	S	1754699	Atwood, William	313.16		14.05-	365.73-	365.73-
1192	1192801025	6/1/97	Ĺ	S	1754701	JEFFREY, Pat	318.77		6.48	677.44-	335.48-
1192	1192B0103S	12/1/89	L	S	1754710	Randles, Nancy	313.16		4.61	717.25-	356.32-
1192	1192B0104S	4/27/01	Ĺ	S	1754736	Ewell, Richard	336.00		377.50	377.50-	.00
1192	1192B0105S	1/1/89	L	S	1754744	Cothery, Jo	293.16		322.93	322.93-	.00
1192	1192B0106S	12/1/88	L	S	1754752	Hokenson, Lee	279.28		1.63-	318.07-	318.07-
1192	1192801075	12/1/88	L	S	1754761	Mrenak, Edward	232.08		313.59	337.30-	23.71-
1192	1192B0108S	4/1/95	L	S	1754779	Thiel, Kurt	307.45		.77-	338.89-	338.89-
1192	1192801095	12/1/88	L	S	1754787	Sanborn, Phillip	279.28		326.86	.00	10.70-
1192	1192B0110S	6/1/90	L	S	1754795	Jerefke, Alfred	307.45		23.73	303.73-	314.43-
1192	1192B0111S	12/1/88	L	S	1754808	Gardiner, James	286.22		329.15	329.14-	.00
1192	1192B0112S	5/1/88	L	s	1882105	SMART, GORDON	286.22		4.58	858.78-	343.07-
1192	1192B0113S	1/1/88	L	S	1902372	SEDORE, GARY	258.65		129.76	483.94-	355.86-
1192	1192B0114S	12/5/00	L	S	1750022	Orebaugh, Larry	323.37		349.94	349.94-	.00
1192	1192B0115S	10/1/97	L	S	1750031	Alhand, James	313.21		7.53-	667.95-	337.74-
1192	1192B0116S	12/1/87	L	S	1750049	Cardon, Anthony	238.73		35.35-	597.42-	328.24-
1192	1192B0117S	4/26/00	L	S	1750057	Prosser, Robert	323.37		498.31	130.49-	.00
1192	1192B0118S	10/1/87	L	S	1750065	Myers, Clark	238.72		1.11	290.93-	290.93-
1192	1192B0119S	4/1/88	L	S	1750073	Baish, James	245.36		30.79-	603.49-	317.14-
1192	1192B0120S	1/2/02	L	S	1750081	Osbourn, Jack	325.00		11.93	375.08-	375.08-
1192	1192B0121S	4/1/92	L	S	1750090	Pentrack, Donald	318.88		445.87	.00	10.87-
1192	1192B0122S	2/1/88	L	S	1750102	Smith, Janice	286.22		.14	304.69-	304.69-
1192	1192B0123S	1/2/02	L	S	1750111	Rover Rainh	220 00		~ •		· · -

First Day of Month: 5/1/03

Current Day of Month: 5/31/03

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# Chateau Communities, Inc.

Rent Roll Report

		Move In	Equip	Site	Resident			Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0124S	11/28/00	L	S	1940184	LYPE, JOHN	334.67		6.08-	736.68-	371.38-
1192	1192B0125S	8/1/87	L	S	1750145	Fiohr, Robert	225.49		15.32	533.90-	259.2 <del>9</del> -
1192	1192B0126S	1/26/01	L	S	1750153	Voss, Harry	325.00		6.82-	373.73-	373.73-
1192	1192B0127S	2/1/98	L	s	1750161	Goss, Meredith	315.39		6.01-	376.19-	373.63-
1192	1192B0128S	8/1/95	L	S	1750170	Buratti, Aldo	307.45		130.49	452.48-	.00
1192	1192B0129S	4/1/89	L	S	1750188	Murphy, Nora	232.08		290.28	290.28-	.00
1192	1192B0130S	10/1/87	L	S	1750196	Vasbinder, Merle	245.36		.43	266.03-	266.03-
1192	1192B0131S	6/1/91	L	S	1750209	Quaste, Muriel	313.16		.16	738.64-	369.24-
1192	1192B0132S	10/1/87	Ł	S	1750217	Humphreys, Peggy	225.49		21.76-	294.56-	294.56-
1192	1192B0133S	4/1/88	Ł	S	1750225	Knapp, William	225.49		135.89	622.63-	243.37-
1192	1192B0134S	12/24/01	L	S	1750241	Hilfiker, Allen	325.00		349.22	325.51-	.00
1192	1192B0135S	9/1/87	L	S	1750250	Roth, James	225.49		24.79	210.60-	234.31-
1192	1192801365	1/1/88	L	s	1750268	Salazar, Jaime	238.73		2.97-	299.24-	299.24-
1192	1192B0137S	11/1/87	L	S	1852521	REYNOLDS, ROBERT	293.15		6.41	939.39-	466.49-
1192	1192B0138S	4/6/99	L	S	1750284	Sponsler, Melvin	318.57		21.35	336.18-	346.88-
1192	1192B0139S	11/1/88	L	S	1750292	Kiehner, Bea	286.22		324.47	.00	.00
1192	1192B0140S	3/1/89	L	S	1750305	Walls, Joseph	313.16		4.77	703.85-	349.54-
1192	1192B0141S	6/1/89	L	S	1750313	Mullins, James	313.16		341.69	380.40-	.00
1192	1192B0142S	10/5/01	L	S	1750321	Desillier, Frances	336.00		377.50	.00	377.50-
1192	1192B0143S	9/1/88	L	S	1750330	Wood, William	313.16		4.06-	369.87-	369.87-
1192	1192B0144S	3/1/90	L	S	1750356	Pence, Robert	313.16		2.46-	370.22-	370.22-
1192	1192B0145S	3/1/90	L	S	1750364	Chirco, Sam	313.16		356.73	356.73-	.00
1192	1192B0146S	2/29/00	Ł	S	1750372	Rizzotto, Neil	334.67		2.41	753.73-	375.66-
1192	1192B0147S	1/1/89	L	S	1750381	Finnegan, John	313.16		.13	725.91-	362.8 <del>9</del> -
1192	1192B0148S	7/1/88	L	S	1750399	Zimmer, Calvin	313.16		1.85	345.17-	345.17-
1192	1192B0149S	4/1/93	L	S	1750401	Ziegler, Earl	313.16		368.05	368.05-	.00
1192	1192B0150S	5/6/99	L	S	1750410	Clark, Wilson	329.20		337.31	337.31-	.00
1192	1192B0151S	2/1/90	L	S	1750428	Fure, Percing	307.52		312.09	359.51-	23.71-
1192	1192B0152S	6/29/99	L	S	1827763	ZEBIG, BOB	318.56		.22	760.18-	379.98-
1192	1192B0153S	12/1/88	L	S	1750444	Pfeffer, Joseph	272.34		307.61	307.61-	.00
1192	1192B0154S	6/1/94	L	S	1750461	Burton, Gordon	307.45		22.83	337.69-	337. <del>69-</del>
1192	1192801555	3/30/01	L	S	1750479	Bounting, Marshall	325.00		.21-	664.71-	332.46-
1192	1192B0156S	3/30/01	L	S	1750487	Bender, Erwin	325.00		12.93	413.85-	375.20-
1192	1192B0157S	11/1/87	L	S	1750495	Levey, Larry	265.41		308.11	308.11-	.00
1192	1192B0158S	8/1/93	L	S	1750508		307.45		1.16	358.61-	358.61-
1192	1192B0159S	8/1/87	L	S	1750516	SCHWARTZ, DONALD	225.49		265.39	.00	10.22-
1192	1192B0160S	2/1/94	L	S	2011951	•	307.45		394.41	00.	394.41
1192	1192B0161S	9/1/87	L	S	1750532	·	225.49		12.98-	519.32-	266.15-
1192	1192B0162S	5/1/92	L	S	1881591	·	313.15		.05-	784.25-	359.30-
1192	1192B0163S	11/1/87	L	S	1750559	• •	225.49		146.70	402.48-	271.99-
1192	1192B0164S	9/1/87	L	S	1750575	Stofflet Rite	00K AQ		26 99	244 10	244 40

First Day of Month: 5/1/03

Current Day of Month: 5/31/03

## Chateau Communities, Inc.

Rent Roll Report

		Move in	Equip	Site	Resident			Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0165S	12/1/94	L.	s	1750583	Wolff, Norman	313.16		387.73	387.73-	.00
1192	1192B0166S	9/1/87	L	S	1750591	Lutzi, Fred	225.49		1.62	269.62-	269.62-
1192	119280167S	4/6/99	L	S	1750604	Blair, Don	318.57		5.80	691.74-	342.97-
1192	1192B0168S	12/15/97	L	s	1750612	Roach, Clifford	313.21		339.35	.00	2.31-
1192	1192B0169S	11/1/87	L	s	1750621	Blair, George	252.01		2.75-	288.60-	288.60-
1192	1192B0170S	10/1/87	L	s	1750639	Blank, Harvey	238.73		268.93	268.45-	.48
1192	119280171S	11/16/99	L	s	1750647	Davis, Donald	318.57		346.99	346.99-	.00
1192	1192B0172S	7/1/87	L	s	1750655	Jinks, John	225.49		.87-	276.64-	276.64-
1192	1192B0173S	4/30/97	L	S	1750663	SALMONS, EDWIN	313.21		338.18	326.23-	.10
1192	1192B0174S	5/26/00	L	S	1750680	Sumter, Arnold	323.37		346.72	336.02-	.00
1192	1192B0175S	5/10/02	L	s	1750698	Stoll, George	325.00		474.34	474.34-	.00
1192	1192B0176S	3/28/02	L	s	1750701	Stebbins, Raymond	325.00		5.95-	378.58-	378.10-
1192	1192B0177S	5/1/97	Ĺ	S	1750719	Edwards, Roy	318.77		2.75-	380.25-	380.25-
1192	1192B0178S	6/1/91	L	S	1750727	Faulkner, Donald	318.77		3.53-	363.29-	363.29-
1192	1192B0179S	1/1/88	L	S	1750735	Jansen, Frank	300.10		6.43	311.41-	311.41-
1192	1192B0180S	5/15/02	L	S	1750743	Chac, Robert	336.00		346.04	346.04-	.00
1192	1192B0181S	1/31/02	L	S	1750751	Pilotti, Roger	336.00		6.19-	731.27-	368.73-
1192	1192B0182S	4/6/99	L	S	1750760	Kelly, Robert	329.20		494.87	494.87-	.00
1192	1192B0183S	5/25/01	L	S	1750778	Loehr, Richard	336.00		381.86	381.86-	.00
1192	1192B0184S	2/1/89	Ļ	S	1750794	Poehler, Nicholas	313.16		11.91	351.99-	351.99-
1192	1192B0185S	2/15/02	L	S	1750807	Tucker, Shirley	336.00		.26	358.80-	358.80-
1192	1192B0186S	7/9/01	Ł	S	1750815	Haniford, William	336.00		.00	363.19-	.00
1192	1192801875	4/27/01	L	S	1750823	Willcox, Paul	336.00		363.06	363.06-	.00
1192	1192801885	3/1/90	L	S	2026749	HARMELING, DAVID	300.10		2,169.73-	300.10-	2,469.83-
1192	1192B0189S	7/28/97	L	S	1750840	Fraser, Gary	318.77		326.19	326.19-	.00
1192	1192B0190S	12/1/87	L	S	1750858	Labioda, Leonard	293.16		342.15	342.15-	.00
1192	1192B0191S	11/1/88	L	S	1750866	Frisch, Arthur	313.16		.27-	358.19-	358.19-
1192	1192B0192S	7/27/01	L	S	1750874	Bucca, Joseph	336.00		397.99	.00	.00
1192	1192B0193S	4/1/97	L	S	1750882	Kopp, Arel	313.16		359.78	359.78-	.73
1192	1192B0194S	2/23/99	L	S	1750903	Burdwood, Jean	329.20		2.73	598.16-	362.96-
1192	1192B0195S	12/1/87	L	S	1750911	Pennycook, John	300.10		9.10-	362.00-	362.00-
1192	1192B0196S	2/1/88	L	S	1750920	Holdcraft, Fredrick	300.10		39.73	316.79-	327.49-
1192	1192B0197S	4/25/97	L	S	1750938	Mills, MAX	318.77		23.77	326.34-	326.34-
1192	1192B0198S	9/1/88	L	S	1750946	Allen, Donald	313.16		336.40	.00	.00
1192	1192B0199S	6/1/90	L	S	1750954	Ruttan, William	313.16		338.60	338.60-	10.12
1192	1192B0200S	4/7/98	L	S	1750962	BENNETT, JOHN	326.25		222.71	450.00-	120.82-
1192	1192B0201S	7/18/02	AV	S	1192	Crystal Lake Club	336.00		.00	.00	.00
1192	1192802028	11/1/88	L	S	1750971	MYERS, MARTHA	313.95		360.59	.00	.00
1192	1192B0203S	4/1/88	L	S	1750989	Koebbe, Francis	293.16		12.25-	650.31-	331.28-
1192	1192B0204S	5/21/98	L	S	1925241	LANDSEADEL, RON	326.25		.78	376.60-	376.60-
1192	1192802055	2/1 <i>/</i> QA	1	c	4754047	Chalausta Laslia	749.40		202.20	222.20	ΛÒ

First Day of Month: 5/1/03

Current Day of Month: 5/31/03

#### Chateau Communities, Inc. Rent Roll Report

5/31/03 11:38:29

		Move In	Equip	Site	Resident			Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0206S	5/1/96	L	S	1751025	Towle, Patricia	313.16		373.64	373.64-	.00
1192	1192B0207S	4/7/98	L	s	1751033	McCoy, Clifford	326.25		344.86	.00	23.71-
1192	1192B0208S	4/1/89	L	s	1751041	Patterson, Louis	300.10		.26	333.54-	333.54-
1192	1192802095	4/1/95	L	S	1751050	Gustafson, David	313.16		331.53	331.53-	.00
1192	1192B0210S	6/1/95	L	S	1751068	Woolsey, Larry	313.16		7.10-	366.92-	364.61-
1192	1192B0211S	4/7/98	L	S	1751076	Schaefer, Marjorie	326.25		341.69	330.99-	.00
1192	1192B0212S	4/1/88	L	S	1751084	Predmore, James	252.01		271.19	.00	23.71-
1192	1192B0213S	12/1/88	Ł	S	1751092	Wootan, Chris	272.34		1.57-	321.49-	319.18-
1192	1192B0214S	4/1/88	L	S	1751105	Wentzel, Betty	279.28		1.48-	320.73-	318.42-
1192	1192B0215S	7/18/02	AV	S	1192	Crystal Lake Club	336.00		00.	.00	.00
1192	1192B0216S	4/27/01	L	S	1751130	Herring, Sandra	305.00		328.52	328.52-	.00
1192	1192B0217S	7/18/02	AV	S	1192	Crystal Lake Club	305.00		.00	.00	.00
1192	1192B0218S	7/18/02	AV	S	1192	Crystal Lake Club	305.00		.00	.00	.00
1192	1192802195	9/23/99	L	S	1751148	Miller, Albert	295.85		342.84	333.85-	8.99
1192	1192B0220S	11/1/89	L	S	1751156	Mcbee, Lawrence	313.16		9.29-	712.11-	360.70-
1192	1192B0221S	3/1/92	L	S	1751164	Aikenhead, Donald	318.78		337.17	336.03-	.00
1192	1192B0222S	1/1/90	L	S	1751172	Baker, Thomas	313.16		5.67	702.17-	348.25-
1192	1192B0223S	2/1/96	L	S	1751181	Angermeier, George	313.16		57.31-	790.11-	423.71-
1192	1192B0224S	4/1/90	L	S	1751199	Gantner, Ralph	313.16		8.93-	362.51-	362.51-
1192	1192B0225S	8/1/89	L	S	1751201	Decator, Bill	313.16		6.08-	862.06-	373.51-
1192	1192B0226S	8/1/89	L	S	1751210	Wadlow, Arlis	313.16		360.27	.00	.00
1192	1192B0227S	1/1/95	L	S	1751228	Wheeler, Edith	261.81		281.69	.00	.00
1192	1192B0228S	4/1/94	L	S	1751244	Miltner, Eugene	261.81		.65	300.21-	300.21-
1192	1192B0229S	5/26/99	L	S	1751252	Kimball, Ernest	329.20		2.06	760.96-	379.45-
1192	1192B0230S	10/1/89	L	S	1751261	Locke, James	313.16		2.44	357.10-	357.10-
1192	1192B0231S	2/1/91	L	S	1751279	Moore, Harrison	318.88		478.41	478.41-	.00
1192	1192B0232S	2/1/94	L	S	1751287	Francis, Richard	318.88		318.88	318.88-	.00
1192	1192B0233S	11/1/90	L	S	1751295	Morris, Geraldine	313.16		349.52	.00	.00
1192	1192B0234S	6/8/99	L	S	1751308	Gallagher, John	329.20		.00	355.48-	.00
1192	1192802355	3/30/01	L	S	1751316	Hooper, John	336.00		384.88	384.88-	.00
1192	1192B0236S	5/1/90	L	S	1951271	DEININGER, RALPH	313.16		352.11	373.51-	10.70-
1192	1192B0237S	10/1/91	L	S	1751332	Crowley, JOY	312.06		348.69	.00	.00
1192	1192B0238S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192802395	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0240S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0241S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192802425	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0243S	6/1/95	L	S	1751359	Deehr, RONALD	267.47		296.32	.00	.00
1192	1192B0244S	5/1/95	L	S	1751367	Marazza, James	267.47		4.31-	602.43-	303.37-
1192	1192B0245S	10/1/96	L	S	1751375	MCDONALD, EDWARD	273.17		10.91-	325.40-	323.09-
1102	1107007480	13/5/00	4	•	4857547		600.04		50		A 4 A 4 A

First Day of Month:5/1/03Current Day of Month:5/31/03

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#### Chateau Communities, Inc.

Rent Roll Report

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		Move In	Equip	Site	Resident			Security Dep	Current	Month	
Community	Site Number	Date	-1-1	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0247S	9/8/98	L	S	1751391	Fisher, Arlyn	324.07	i	349.63	349.63-	.00
1192	1192802485	4/6/99	L	S	1751404	Dieryck, Edward	273.07		.36	613.72-	306.68-
1192	1192B0249S	11/6/00	L	S	1751412	Billow, Bruce	318.24		130.49	123.19-	.00
1192	1192B0250S	7/18/02	AV	S	1192	Crystal Lake Club	282.00		.00	.00	.00
1192	1192B0251S	7/18/02	AV	S	1192	Crystal Lake Club	282.00		.00	.00	.00
1192	1192B0252S	7/18/02	AV	s	1192	Crystal Lake Club	247.00		.00	.00	.00
1192	1192B0253S	7/18/02	AV	S	1192	Crystal Lake Club	247.00		.00	.00	.00
1192	1192B0254S	7/18/02	AV	s	1192	Crystal Lake Club	247.00		.00	.00	.00
1192	1192B0255S	7/18/02	AV	S	1192	Crystal Lake Club	247.00		.00	.00	.00
1192	1192B0256S	7/18/02	AV	S	1192	Crystal Lake Club	247.00		.00	.00	.00
1192	1192B0257S	7/18/02	AV	s	1192	Crystal Lake Club	247.00		.00	.00	.00
1192	1192B0258S	4/22/02	L	S	1751421	Wiggins, Everett	325.00		484.60	484.60-	.00
1192	1192802595	7/18/02	AV	S	1192	Crystal Lake Club	247.00		.00	.00	.00
1192	1192B0260S	7/18/02	AV	S	1192	Crystal Lake Club	282.00		.00	.00	.00
1192	1192B0261S	7/18/02	AV	S	1192	Crystal Lake Club	247.00		.00	.00	.00
1192	1192B0262S	2/1/89	L	S	1751439	Irish, Kenneth	245.36		278.36	.00	23.71-
1192	1192B0263S	3/1/89	L	S	1751447	Tipton, Stanford	245.36		2.73-	536.35-	269.54-
1192	1192B0264S	9/1/88	L	S	1751463	O'shaughnessy, John	245.36		388.77	388.77-	.00
1192	1192802655	3/1/94	L	S	1751471	Bromley, Merle	267.47		288.52	288.52-	.00
1192	1192B0266S	10/1/87	L	S	1751480	Friedli, Joan	206.54		237.29	.00	120.86-
1192	1192B0267S	8/1/89	L	s	1751498	Bennett, Gordon	245.36		280.16	280.16-	.00
1192	1192B0268S	5/1/89	L	s	2013665	CSI - 268	245.36		.00	.00	.00
1192	1192B0269S	4/1/95	L	s	1751519	Barnett, Robert	273.18		1.68-	344.72-	344.24-
1192	1192B0270S	7/18/02	AV	s	1192	Crystal Lake Club	287.00		.00	.00	.00
1192	1192B0271S	7/18/02	AV	s	1192	Crystal Lake Club	287.00		.00	.00	.00
1192	1192B0272S	7/18/02	AV	S	1192	Crystal Lake Club	287.00		.00	.00	.00
1192	1192B0273S	4/1/91	L	S	1751527	Campbell, George	277.40		1.59-	324.55-	324.55-
1192	1192B0274S	2/1/89	L	s	1751535	Yates, Nelson	277.40		307.41	316.96-	.00
1192	1192B0275S	12/1/87	Ĺ	S	1751543	Laya, Yvonne	258.65		306.72	306.72-	.00
1192	1192B0276S	4/1/87	L	s	1751551	Lee, Wright JR	252.01		16.41	258.42-	258.42-
1192	1192802775	9/23/99	L	s	1751578	Finkelstein, Joseph	276.06		306.35	.00	.00
1192	1192B0278S	6/1/88	L	S	1751586	Blake, Judy	267.47		275.86	275.86-	.00
1192	1192B0279S	7/18/02	AV	s	1192	Crystal Lake Club	282.00		.00	.00	.00
1192	1192B0280S	12/1/96	L	s	1751594	Kroon, Fred	271.98		29.00-	324.17-	.00 347.88-
1192	1192B0281S	7/18/02	AV	S	1192	Crystal Lake Club	282.00		.00	.00	.00
1192	1192B0282S	4/1/97	L	s	1751607	Vierstra, Martin	271.98		.00	.00	
1192	1192802835	7/18/02	AV	s	1192	Crystal Lake Club	282.00		.00	.00	.00
1192	1192802845	2/4/00	L	S	1751615	•	280.24		296.95	.00	.00
1192	1192B0285S	7/1/89	L	S	1751623	Ahie, Myron	252.01				.00
1192	1192B0286S	2/11/97	L	S	1751631	MCENDREE, EUGENE	277.40		288.74	.00	.00
1192	1192802875	5/1/80			1754040		211.40		317.01	317.01-	00.

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First Day of Month: 5/1/03

Current Day of Month: 5/31/03

### Chateau Communities, Inc. Rent Roll Report

		Move In	Equip	Site	Resident		Security De	p Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent (future use	) Amount Billed	Amount Paid	Amount Open
1192	1192B0288S	1/1/90	L	S	1751658	Dawson, Darrell	313.16	352.40	.00	49.25
1192	1192802895	2/15/02	L	s	1751666	Young, Joseph	336.00	2.44-	361.14-	361.14
1192	1192802905	8/13/01	L	s	1751682	Moore, Thomas	336.00	362.93	362.93-	.00
1192	1192B0291S	11/1/90	L	s	1751691	Majewski, Robert	313.16	2.71-	375.42-	375.42-
1192	1192B0292S	4/1/93	L	s	1751703	Stenberg, Roy	324.07	374.86	.00	.00
1192	1192B0293S	3/29/00	L	s	1751711	Bourdeau, Ernest	334.67	371.18	371.18-	.00
1192	1192B0294S	9/1/89	L	S	1751720	Maxwell, James	313.16	329.59	329.59-	.00
1192	1192B0295S	3/28/02	L	s	1942614	CANOVAN, FRANCIS	336.00	362.93	372.15-	2.78
1192	1192B0296S	11/30/98	L	S	1751746	Ely, Chester	326.25	3.63-	371.81-	371.81-
1192	1192B0297S	5/28/97	L	s	1751754	Routhier, Claude	318.77	30.14	339.27-	339.27-
1192	119280298S	1/31/02	L	s	1751762	Farr, William	336.00	24.10	786.54-	386.57-
1192	1192802995	9/1/89	L	s	1751771	Anderson, Richard	313.16	00.	686.56~	343.28-
1192	1192B0300S	5/21/98	L	s	1751797	Pruneau, Ed	326.25	351.37	.00	.00
1192	1192B0301S	3/30/01	L	s	1751800	Ryan, Joseph	334.67	1.68-	487.91-	362.63-
1192	1192B0302S	7/18/02	AV	S	1192	Crystal Lake Club	336.00	.00	.00	.00
1192	1192B0303S	3/29/00	L	S	1751818	Renner, Robert	329.20	350.84	350.84-	.00
1192	1192B0304S	10/1/96	L	S	1751826	JOSHNICK, ARNOLD	273.18	330.71	.00	.00
1192	1192B0305S	1/1/96	L	s	1995636	TATE, GORDON	273.18	360.14	86.96-	273.18
1192	1192B0306S	5/17/02	L	S	1751842	Peters, Willis	330.00	15.93-	383.09-	383.09-
1192	1192B0307S	8/28/01	L	S	1751851	Hoppough-smith, Judy	323.37	134.37	.00	.00
1192	1192B0308S	11/27/01	L	S	1751869	Ratliff, Charles	325.00	351.35	351.35-	.00
1192	1192B0309S	3/1/92	L	S	1833565	SYKES, ROGER	313.21	1.07	700.21-	349.57-
1192	1192B0310S	2/28/02	L	S	1751885	Potter, Robert	325.00	301.64	344.44-	21.40-
1192	1192B0311S	2/6/01	L	S	1751906	Provost, David	325.00	462.99	139.60-	9.11-
1192	1192B0312S	7/18/02	AV	S	1192	Crystal Lake Club	325.00	.00	.00	.00
1192	1192B0313S	7/28/97	L	S	1751914	Stewart, Thomas	313.21	335.77	.00	.00
1192	1192B0314S	7/15/99	L	S	1751922	Zeh, Barton	318.57	23.71	314.28-	337. <del>99</del> -
1192	1192B0315S	3/12/98	L	S	1751931	Dupuie, Paul	315.40	353.58	353.58-	.00
1192	1192B0316S	7/18/02	AV	S	1192	Crystal Lake Club	325.00	.00	.00	.00
1192	1192803175	9/1/91	L	S	1751949	Crain, Rod	306.02	2.20	645.52-	327.01-
1192	1192803185	5/1/93	L	S	1751 <del>9</del> 57	Borchelt, Herschel A.	313.21	40.76	682.44-	320.84-
1192	1192B0319S	7/18/02	AV	s	1192	Crystal Lake Club	325.00	.00	.00	.00
1192	1192B0320S	3/29/00	L	S	1751965	Harp, Phyllis	328.51	372.45	372.45-	.00
1192	1192B0321S	6/23/97	L	S	1751973	Tauscher, Kenneth	266.55	292.96	292.96-	.00
1192	1192803225	5/1/87	L	S	1751981	BAKER, LUARA	206.54	1.26	270.21-	270.21-
1192	1192B0323S	9/1/87	L	S	1751990	Mineely, Vernon	206.54	7.04-	243.70-	243.70-
1192	1192B0324S	11/1/91	L	S	1752010	Adelt, Sarah	256.34	292.61	292.61-	.00
1192	1192803255	10/1/87	L	S	1752028	Jones, Marie	212.81	9.2 <del>9-</del>	252.63-	252.22-
1192	1192B0326S	6/1/87	L	S	1752036	i Lieske, Ronald	206.54	22.89	216.43-	227.13-
1192	1192B0327S	1/30/02	L	S	1752044	Lee, Robert	271.00	289.90	281.87-	391.45
1192	1192B0328S	2/4/00	L	S	1752052	O'neill. George	269.97	309.64	309.64-	.00

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irst Day of Month: 5/1/03

Surrent Day of Month: 5/31/03

## Chateau Communities, Inc.

Rent Roll Report

Communy         Site Number         Date         Same Variable         Number         Rest Name         Rest Rest         (Munu ute)         Amount Bind         (BAR)           1132         119280335         47087         L         S         1752087         Resten Mehrin         2210         220.54         0.00         0.02.54         0.00         0.02.54         0.00         0.02.54         0.00         0.07.53         0.00         0.07.53         0.00         0.07.53         0.00         0.07.53         0.00         0.07.35         0.00         0.07.35         0.00         0.07.36         0.00         0.00         0.01         0.00         0.01         0.00         0.01         0.00         0.0			Move in	Equip	Site	Resident			Security Dep	Current	Month	
1192         11922         L         6         1752073         Roberts, Markin         271.00         293.89         293.89         293.89         293.89         293.89           1192         119280335         3/165         L         6         175207         Yalki, Lorrake         253.4         6.58.         647.20         276.89           1192         119280335         1/11/37         L         5         1752.10         Harky, Charles         220.84         23.33         23.50           1192         119280335         3/168         L         5         1752.12         Reimer, Myron         200.54         225.49         261.38         0.0           1192         1192803355         3/168         L         5         1752.12         Reimer, Myron         225.49         263.93         263.31         263.31           1192         1192803355         11/102         L         5         1752.175         Konnekinetz, Frank         276.00         265.44         279.96         273.91         0.0         0.00           1192         1192803455         171260         L         5         1752.175         Konnekinetz, Frank         280.97         0.9         371.37         317.37         317.37 <td< th=""><th>Community</th><th>Site Number</th><th>Date</th><th>Status</th><th>Code</th><th>Number</th><th>Resident Name</th><th>Base Rent</th><th>(future use)</th><th>Amount Billed</th><th>Amount Paid</th><th>Amount Open</th></td<>	Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192         1192803315         31.06         L         8         1172208         Wath, Lonzare         295.34         6.68         547.20         276.86-           1192         1192803335         47.89         L         S         175209         Branc, Marea         20.65-4         0.0         473.32         233.85           1192         1192803335         71.68         L         S         1752.12         Reine, Myon         206.54         233.33         233.95         0.0           1192         1192803355         67.167         L         S         1752.12         Reine, Myon         206.54         233.83         233.95         0.0           1192         1192803355         07.106         L         S         1752.17         Mennety, Johnes         226.40         1.66         271.24         243.31           1192         1192803355         07.106         L         S         1752.17         Mennety, John         226.40         0.0.30         243.31         243.31           1192         1192803455         07.106         L         S         1752.17         Mennety, Lonza         256.27         297.16         0.00           1192         1192803455         07.106         L	1192	1192B0329S	4/6/99	L	S	1752061	Webb, Donald	265.43		295.39	202.44-	10.87-
1192         1192903325         4.1187         L         S         1752938         Bromkey, Jamas         205.54         0.00         4/7.82         225.64           1192         1192803335         11/11/57         L         S         175210         Heares, Mayon         206.54         203.03         23.32         .00           1192         1192803355         37.188         L         S         1752112         Remark, Mayon         206.44         20.81         225.43         201.64         201.64         .00           1192         1192803385         37.198         L         S         1752175         Romark, Mayon         225.49         30.64.1         673.61         .00           1192         1192803395         71.108         L         S         175216         Mannaky, John         226.49         30.64.1         673.61         .00           1192         1192803435         71.06         L         S         1752.19         Mannaky, John         264.62         237.3         .00         .00           1192         1192803455         674.06         L         S         1752.19         Kalney, Eugene         263.43         .00         .00         .00         .00         .00	1192	1192B0330S	4/22/02	L	S	1752079	Roberts, Melvin	271.00		293.89	293.89-	.00
1192       119290335       111/487       L       S       1752108       Hady, Charles       232.08       4.7.6.       232.39.3       232.39.3       200         1192       119200335       0.1184       L       S       1752124       Heatmer, Myron       206.54       233.83       223.83.5       0.00         1192       1192003355       0.1187       L       S       1752141       Buildes, Charles       276.00       0.004.11       0.73.41       0.00         1192       1192200335       1.11102       L       S       1752175       Konenkurk, Frink       276.00       243.31       243.31         1192       1192200335       1.11102       L       S       1752175       Konenkurk, Frink       265.62       287.39       0.0       0.0         1192       11922003435       0.102.500       L       S       1752175       Konenkurk, Frink       265.62       287.39       0.0       0.0         1192       11922003435       6144       L       S       1752175       Konenkurk, Frink       265.42       85.1       626.04       0.00         1192       11922003455       61404       L       S       1752174       Konenkurk, Frink       266.92       287	1192	1192B0331S	3/1/95	L	S	1752087	Walsh, Lorraine	256.34		6.58-	547.20-	276.89-
1192         119290345         7/168         L         S         175212         Peaker, Myron         2054         223.33         233.9         0.0           1192         119280335         371.88         L         S         175212         Lewaseur, Robert         225.41         261.38         261.34         261.24         261.34         261.34         261.34	1192	1192B0332S	4/1/87	L	s	1752095	Bromley, James	206.54		.00	473.32-	236.66-
1192       11928033S       3/188       L       S       1732132       Lewsseu, Robert       212.51       281.38       261.38       271.20         1192       11928033S       6/1/87       L       S       1732115       Lewsseu, Robert       275.49       1.66       271.20       271.20         1192       11928033S       1/1/102       L       S       1752147       Milan, Marian       225.49       1.03       243.31       243.31         1192       11928033S       1/1/102       L       S       1752147       Milan, Marian       256.52       267.39       .00       .00         1192       11928034S       6/1/44       L       S       1752148       Robert       269.64       .00       279.86       .373.73       .373.73         1192       11928034S       6/1/44       L       S       1752148       Karke Eugene       .256.34       .00       .00       .00         1192       11928034S       6/1/44       L       S       175216       Karke Robert       .266.31       .261.02       .261.02       .261.02       .201.61.34         1192       11928034S       6/1/40       L       S       1752216       KarkeRiTT       .286.79	1192	1192B0333S	11/1/87	L	s	1752108	Hardy, Charles	232.08		4.78-	252.54-	276.25-
1192       119280335       61/167       L       S       1752149       Buddes, Charles       225.49       1.668       2/1.20       271.20-         1192       119280335       11/1102       L       S       1752149       Konnikeeez, Frank       276.00       306.41       671.81-       0.00         1192       119280335       11/168       L       S       1752147       Kinn, Marke       256.34       226.39       226.39       200.00       0.00         1192       119280345       0075000       L       S       1752147       Kanner, Eugene       256.34       0.00       271.34       2271.55         1192       119280345       07100       L       S       1752214       Kanner, Eugene       256.34       0.00       307.37       317.37         1192       119280345       51/104       L       S       1752214       Kanner, Eugene       256.74       261.10       287.16       287.16       287.14       302.40       302.40         1192       119280345       51/012       L       S       1752216       Kanner, Eugene       267.10       287.14       287.14       287.14       287.14       287.14       287.14       287.14       287.14       287.14	1192	1192B0334S	7/1/88	L	s	1752124	Reimer, Myron	206.54		233.93	233.93-	.00
1192       1192803375       1/11/02       L       S       1752159       Konenklawicz, Frank       276.00       306.41       673.81.       243.31.         1192       1192803385       1/1484       L       S       175217       Minon       256.34       279.86       279.86       0.00         1192       119280345       102/00       L       S       175216       Kainer, Eugene       256.52       227.39       0.00       0.00         1192       119280345       6/2800       L       S       175220       Hair, Robet       286.34       0.60       317.37.       317.37.         1192       119280345       6/194       L       S       175220       Haire, Robet       297.37.       261.02       261.6       0.00         1192       119280345       6/1947       L       S       175220       Haire, Robet       271.00       8.2       281.74       0.00       1.00       1.01	1192	1192B0335S	3/1/88	L	s	1752132	Levasseur, Robert	212.81		261.38	261.38-	.00
1192       1192803385       1/1/188       L       S       1752167       Wilson, Marion       225.49       10.30       243.31       243.31         1192       119280345       7/146       L       S       1752175       Keneally, John       256.54       279.88       279.84       00         1192       119280345       1025000       L       S       1752191       Keneally, John       256.52       287.39       0.00       273.84       297.85         1192       119280442       671.40       L       S       1752214       Hart, Robert       256.34       0.01       273.84       297.85         1192       119280442       671.40       L       S       1752214       Hart, Robert       256.34       951.02       261.02       0.00         1192       119280445       117.48       L       S       1972213       Gener, Raiph       226.10       287.16       0.00       1.41.41         1192       119280445       17407       L       S       175220       Ankof AMERICA-Rapo 4348       228.09       287.16       0.00       1.44.66         1192       119280475       17407       L       S       175230       Finketsimi, Jokeph 43.46       271.00	1192	1192B0336S	6/1/87	L	s	1752141	Buddes, Charles	225.49		1.86	271.20-	271.20-
1192       1192803385       7/1/96       L       S       1752175       Remmally, John       296.34       279.88       279.88       279.88       0.0       .00         1192       1192803415       102/100       L       S       175218       Thompson, William       226.24       .00       .273.44       .279.88       .00       .00         1192       119280345       6/24/00       L       S       175218       Kahner, Eugene       .280.37       .06       .317.37       .317.37         1192       1192803455       6/24/00       L       S       175218       Kahner, Barbara       .266.34       .95.1       .556.09       .302.86         1192       1192803455       9/49/7       L       S       196508       .000       .001       .00	1192	1192B0337S	1/11/02	L	s	1752159	Korenkiewicz, Frank	276.00		306.41	673.81-	.00
1192       119280340S       100/25000       L       S       1752183       Thompson, William       256.62       287.39       .00       273.44       227.65-         1192       119280341S       671.04       L       S       1752.19       Kahler, Eugene       266.34       .00       273.94-       227.65-         1192       119280343S       671.04       L       S       1752.12       Vallere, Barbara       256.34       9.51       596.09-       302.80-         1192       11928034S       671.04       L       S       1752.21       Vallere, Barbara       256.34       9.51       596.09-       302.80-         1192       11928034S       91.002       L       S       1752.23       Sheppard, Harold       271.00       82       564.30-       281.74-         1192       119280346S       1760.01       L       S       1752.23       Sheppard, Harold       271.00       226.93       8.05-       16.10-         1192       119280346S       1728.01       L       S       1752.21       Barkel AleERICA-Rept 538       289.87       276.38       0.00       1.480.16         1192       119280346S       1746.01       L       S       1752.215       Shukelskein, A	1192	1192B0338S	1/1/88	L	s	1752167	Wilson, Marion	225.49		10.30	243.31-	243.31-
1192       119280341S       12/194       L       S       1752191       Kahker, Eugane       256.34       .00       273.94       227.65         1192       119280342S       67/8000       L       S       1752204       Hair, Robert       298.97       0.8       377.7       377.7         1192       11928034S       67/164       L       S       1752212       Wainer, Bahran       256.34       95.15       567.09       302.80         1192       11928034S       97.097       L       S       19600       PHILLPS, TRUMAN       251.61       267.16       267.16       267.16         1192       11928034S       571002       L       S       175220       Bahrk Albert, Hand       269.97       276.30       8.05       261.79         11928034S       1271/87       L       S       175230       Finketsein, Joseph       271.00       300.02       0.0       1.6         1192       11928034S       17601       L       S       175231       Schuktsein, Joseph       271.01       300.02       0.0       0.0       0.0         1192       11928034S       17601       L       S       175235       Schuktesein, Joseph       271.10       300.23       30	1192	1192B0339S	7/1/96	L	s	1752175	Kenneally, John	256.34		279.88	279.88-	.00
1192       1192803425       6/28000       L       S       1752204       Har, Robert       29937       0.8-       317.37.       317.37.         1192       1192803435       6/194       L       S       1752212       Valiere, Barbara       256.34       9.51.       586.09.       302.80.         1192       1192803455       9/897       L       S       1952803455       281.00       281.00       281.00       281.76.       000         1192       1192803465       5/1002       L       S       1752263       Shepard, Harok       271.00       82       664.39.       281.74.         1192       1192803465       1/26/01       L       S       1752267       Garver, Ruph       225.69       726.38       0.00       1.486.16         1192       1192803465       1/26/01       L       S       1752267       Garver, Ruph       256.97       276.38       0.00       1.486.16         1192       1192803453       1/26/01       L       S       175227       Parkici, Bruce       281.81       10.97.       283.20       0.00       3.43.5         1192       1192803545       7/1/89       L       S       175237       Parkici, Bruce       281.81 <t< td=""><td>1192</td><td>1192B0340S</td><td>10/25/00</td><td>L</td><td>S</td><td>1752183</td><td>Thompson, William</td><td>256.62</td><td></td><td>287.39</td><td>.00</td><td>.00</td></t<>	1192	1192B0340S	10/25/00	L	S	1752183	Thompson, William	256.62		287.39	.00	.00
1192         1192803435         6/1/94         L         S         175221         Valliere, Babara         265.34         9.51-         596.09-         302.80-           11192         1192803445         111/108         L         S         1953081         CURTIS, MERRITT         238.73         261.02         261.02         261.02         00           1192         1192803455         969.97         L         S         1752275         Sheppart, Hanold         271.00         82         564.39         281.74-           1192         1192803455         5/1002         L         S         1752275         Gaver, Raph         225.49         19.864.98-         251.29-         20.151.34-           1192         1192803455         176201         L         S         175227         Gaver, Raph         271.00         276.30         0.00         1.466.16           1192         1192803505         7/2497         L         S         1752317         Finkelsini, Joseph         261.17         280.34         0.00         0.00         343-           1192         1192803535         3/1749         L         S         1752317         Finkelsini, Joseph         261.11         10.97.2         32.02         292.02-	1192	1192B0341S	12/1/94	L	S	1752191	Kahler, Eugene	256.34		.00	273.94-	297.65-
1192       1192B0344S       11/1788       L       S       1953081       CURTIS, MERRITT       238.73       261.02       267.16       00         1192       1192B034SS       97/807       L       S       1948047       PHILUPS, TRUMAN       261.16       287.16       287.16       00         1192       1192B034SS       97/002       L       S       1752263       Shepparl, Harold       271.00       8.2       566.30-       281.74-         1192       1192B034SS       172601       L       S       1752280       BANK of AMERICA-Repo B348       269.97       276.38       0.00       1.486.16         1192       1192B0349S       172601       L       S       1752319       Schutz, Mano       271.00       300.02       0.00       3.43-         1192       1192B0352S       77/847       L       S       1752319       Schutz, Mano       271.00       300.02       0.00       3.43-         1192       1192B0352S       71/94       L       S       1752319       Schutz, Mano       271.00       300.02       0.00       3.43-         1192       1192B0352S       71/94       L       S       1752319       Schutz, Mano       21.32       5.00       <	1192	1192803425	6/28/00	L	S	1752204	Hart, Robert	269.97		.08-	317.37-	317.37-
1192       11920345S       9/8/97       L       S       1494047       PHILLIPS, TRUMAN       261.16       287.16       287.16       .00         1192       11920346S       5/10/02       L       S       1752233       Sheppard, Haroki       221.00       .82       564.30       281.74         1192       11920347S       12/1/87       L       S       1752233       Sheppard, Haroki       225.49       19,864.98       271.29       20.151.34         1192       11920347S       12/1/87       L       S       1752230       BANK OMERICA-Repo #348       299.97       276.33       0.00       1.486.16         1192       119200340S       1/26/01       L       S       1752337       Finkelstein, Joseph       281.17       280.34       0.00       0.00         1192       119200350S       3/19/02       L       S       1752337       Finkelstein, Joseph       281.17       280.34       0.00       0.00       3.43         1192       119200350S       3/1/94       L       S       1752337       Cont, John       262.22       302.38       290.55       .00       3.44.96       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00 <td>1192</td> <td>1192803435</td> <td>6/1/94</td> <td>L</td> <td>S</td> <td>1752212</td> <td>Valliere, Barbara</td> <td>256.34</td> <td></td> <td>9.51-</td> <td>596.09-</td> <td>302.80-</td>	1192	1192803435	6/1/94	L	S	1752212	Valliere, Barbara	256.34		9.51-	596.09-	302.80-
1192         119280346S         5/10/02         L         5         175228         Sheppari, Harold         271.00         82         54.30         281.74-           1192         119280347S         12/1/87         L         S         1752281         Gaver, Rajph         225.49         19.864.98-         251.29-         20.151.34-           1192         119280348S         1/26/01         L         S         1752281         BANK of AMERICA-Reports/488         269.97         276.30         8.05-         161.10-           1192         119280348S         1/26/01         L         S         175231         Finkestein, Joseph         261.17         280.34         .00         .00           1192         119280351S         3/15/02         L         S         175237         Schulz, Mario         271.00         .00.02         .00         .343-           1192         119280354S         7/1/84         L         S         175237         France         .261.81         .0.97         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-         .293.20-	1192	1192B0344S	11/1/88	L	s	1953081	CURTIS, MERRITT	238.73		261.02	261.02-	.00
1192       1192803475       12/1/87       L       S       175227       Gavee, Ralph       225.49       19.664.48.       221.29       20.151.34-         1192       1192803485       1/26/01       L       S       1752280       BANK of AMERICA-Repo #348       269.97       276.38       0.00       1.486.16         1192       1192803495       1/26/01       L       S       1752280       BANK of AMERICA-Repo #348       269.97       276.38       0.00       1.486.16         1192       119280365       7/2497       L       S       1752319       Finkelstein, Joseph       211.00       30.0.02       0.00       3.43-         1192       1192803525       5/1/94       L       S       1752317       Finkelstein, Joseph       261.81       10.97-       293.20-       293.20-         1192       119280355       7/1/189       L       S       1752375       Conn, John       286.22       302.38       290.53-       00         1192       119280355       1/1/192       L       S       194616       HICKLNG, DANIEL       307.45       3.44.96       34.4.96       34.94.96       34.94.96       30.00       0.00       0.00       0.00       0.00       0.00       0.00 <td< td=""><td>1192</td><td>1192B0345S</td><td>9/8/97</td><td>L</td><td>s</td><td>1948047</td><td>PHILLIPS, TRUMAN</td><td>261.16</td><td></td><td>287.16</td><td>287.16-</td><td>.00</td></td<>	1192	1192B0345S	9/8/97	L	s	1948047	PHILLIPS, TRUMAN	261.16		287.16	287.16-	.00
1192         119280348S         1/26/01         L         S         1752280         BANK of AMERICA-Repo #348         269.7         276.38         0.00         1,466.16           1192         119280349S         1/26/01         L         S         1951107         MORROW, JAMES         271.00         276.30         8.05-         16.10-           1192         119280350S         7/28/97         L         S         1752301         Finkelstein, Joseph         261.17         280.34         0.00         0.00           1192         119280350S         7/28/97         L         S         1752301         Finkelstein, Joseph         261.17         280.34         0.00         0.03         .43-           1192         11928035S         5/1/94         L         S         175237         Fontice, Bruce         261.81         10.97-         293.20-         293.20-           1192         11928035S         7/1/89         L         S         175237         Conn. John         286.22         302.38         290.53-         000           1192         11928035S         7/1/80         L         S         175237         Linzmaier, Gerard         307.45         322         706.00-         352.84-           1192 <td>1192</td> <td>1192B0346S</td> <td>5/10/02</td> <td>L</td> <td>S</td> <td>1752263</td> <td>Sheppard, Harold</td> <td>271.00</td> <td></td> <td>.82</td> <td>564.30-</td> <td>281.74-</td>	1192	1192B0346S	5/10/02	L	S	1752263	Sheppard, Harold	271.00		.82	564.30-	281.74-
1192       1192803495       1/26/01       L       S       1195107       MORROW, JAMES       21.00       276.30       8.05       16.10-         1192       1192803505       7/28/97       L       S       1752319       Schulz, Mario       271.00       300.02       .00       3.43-         1192       1192803525       5/1/94       L       S       1752319       Schulz, Mario       271.00       300.02       .00       3.43-         1192       1192803525       5/1/94       L       S       1752319       Schulz, Mario       271.00       300.02       .00       3.43-         1192       1192803525       5/1/94       L       S       1752337       France       281.81       10.97-       290.05.       .00         1192       1192803545       2/1/91       L       S       1951060       MATHERS, WILLIAM       301.23       590       327.74       .327.74-         1192       1192803545       9/1/89       L       S       1952       Constallarke Club       .00       .00       .00       .00       .00         1192       1192803545       7/18/02       AV       S       1192       Crystal Lake Club       .325.00       .00       .	1192	1192B0347S	12/1/87	L	s	1752271	Garver, Ralph	225.49		19,864.98-	251.29-	20,151.34-
1192       1192B0350S       7/28/97       L       S       1752301       Finkelstein, Joseph       261.17       280.34       0.00       3.43-         1192       1192B0351S       3/15/02       L       S       1752301       Schultz, Mario       271.00       300.02       .00       3.43-         1192       1192B0352S       5/1/94       L       S       1752335       Con., John       286.22       302.38       280.53.       .00         1192       1192B0354S       2/1/91       L       S       195606       MATHERS, WILLIAM       301.23       5.90       327.74.       327.74-         1192       1192B0356S       1/1/92       L       S       196818       HICKLING, DANIEL       307.45       .32       706.00-       .352.84-         1192       1192B0356S       9/1/89       L       S       1752378       Linzmaier, Gerard       .307.45       .32       706.00-       .00	1192	1192B0348S	1/26/01	L	s	1752280	BANK of AMERICA-Repo #348	269.97		276.38	.00	1,486.16
1192       1192B0351S       3/15/02       L       S       1752319       Schultz, Mario       271.00       300.02       .00       3.43-         1192       1192B0352S       5/1/94       L       S       1752319       Schultz, Mario       271.00       300.02       .00       3.43-         1192       1192B0352S       5/1/94       L       S       1752317       Prenice, Bruce       261.81       10.97-       293.20-       293.20-       293.20-         1192       1192B0354S       2/1/91       L       S       1752315       Conn, John       286.22       302.38       290.53-       00         1192       1192B0354S       2/1/91       L       S       199606       MATHERS, WILLIAM       301.23       5.90       327.74-       327.74-         1192       1192B0355S       1/1/92       L       S       1946818       Linzmaier, Geard       307.45       .32       706.00       .00       .00         1192       1192B0355S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00       .00         1192       1192B0365S       7/18/02       AV       S       1192 <td< td=""><td>1192</td><td>1192803495</td><td>1/26/01</td><td>L</td><td>S</td><td>1951107</td><td>MORROW, JAMES</td><td>271.00</td><td></td><td>276.30</td><td>8.05-</td><td>16.10-</td></td<>	1192	1192803495	1/26/01	L	S	1951107	MORROW, JAMES	271.00		276.30	8.05-	16.10-
1192       1192B03525       5/1/94       L       S       176232       Prentice, Bruce       261.81       10.012       200.02       293.20-         1192       1192B03535       7/1/89       L       S       1752335       Con, John       286.22       302.38       290.53-       0.00         1192       1192B03545       2/1/91       L       S       1951060       MATHERS, WILLIAM       301.23       5.90       327.74-       327.74-         1192       1192B03555       11/192       L       S       1946818       HICKLING, DANIEL       307.45       344.96       344.96-       0.00         1192       1192B03555       11/192       L       S       1752378       Linzmaier, Gerard       307.45       .32       706.00-       .352.84-         1192       1192B03555       1718/02       AV       S       1192       Crystal Lake Club       .25.00       .00       .00       .00       .00         1192       1192B03565       178/02       AV       S       1192       Crystal Lake Club       .25.00       .00       .00       .00       .00         1192       1192B03605       7/18/02       AV       S       1192       Crystal Lake Club	1192	1192B0350S	7/28/97	L	s	1752301	Finkelstein, Joseph	261.17		280.34	.00	.00
1192       1192803535       7/1/89       L       S       176203       Cons., John       266.22       302.38       290.53-       0.0         1192       1192803545       2/1/91       L       S       1951060       MATHERS, WILLIAM       301.23       5-90       327.74-       327.74-       327.74-         1192       1192803555       1/1/92       L       S       1951060       MATHERS, WILLIAM       301.23       5-90       324.96-       .00         1192       1192803555       1/1/92       L       S       1752378       Linzmaier, Gerard       307.45       324.96-       .00       .0	1192	1192B0351S	3/15/02	L	s	1752319	Schultz, Mario	271.00		300.02	.00	3.43-
1192       1192B0354S       2/1/91       L       S       1951060       MATHERS, WILLIAM       301.23       5.90       327.74       327.74         1192       1192B0355S       1/1/92       L       S       1951060       MATHERS, WILLIAM       301.23       5.90       327.74       327.74         1192       1192B0355S       1/1/92       L       S       1946818       HICKING, DANIEL       307.45       344.96       344.96       .00         1192       1192B0355S       9/1/89       L       S       1752378       Linzmaler, Gerard       307.45       .32       706.00       .00       .00         1192       1192B0355S       12/999       L       S       2005171       CSI-358       .301.23       .00       .00       .00       .00         1192       1192B0350S       7/18/02       AV       S       1192       Crystal Lake Club       .325.00       .00       .00       .00       .00         1192       1192B0361S       7/18/02       AV       S       1192       Crystal Lake Club       .325.00       .00       .00       .00         1192       1192B0362S       7/18/02       AV       S       1192       Crystal Lake Club <td< td=""><td>1192</td><td>1192B0352S</td><td>5/1/94</td><td>L</td><td>s</td><td>1752327</td><td>Prentice, Bruce</td><td>261.81</td><td></td><td>10.97-</td><td>293.20-</td><td>293.20-</td></td<>	1192	1192B0352S	5/1/94	L	s	1752327	Prentice, Bruce	261.81		10.97-	293.20-	293.20-
1192       1192803555       1/1/92       L       S       19480818       HiCkLind, MicLinim       307.45       344.96       344.96.       .00         1192       1192803555       9/1/89       L       S       1752378       Linzmaier, Gerard       307.45       .32       706.00.       .352.84.         1192       1192803575       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192803585       12/9/99       L       S       2005171       Crystal Lake Club       325.00       .00       .00       .00         1192       1192803595       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192803605       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192803615       11/1/97       L       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192803635       7/18/02       AV       S       1192       Crystal Lake Club	1192	1192B0353S	7/1/89	L	S	1752335	Conn, John	286.22		302.38	290.53-	.00
1192       1192B0356S       9/1/89       L       S       1752378       Linzmaier, Gerard       307.45       32       706.00-       352.84-         1192       1192B0357S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00       .00         1192       1192B0358S       12/9/99       L       S       2005171       CSI-358       301.23       .00       .000       .00       .00         1192       1192B0359S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00       .00         1192       1192B0360S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0361S       11/1/97       L       S       1752394       VANDUSEN, GENE       313.21       376.22       .00 <td>1192</td> <td>1192B0354S</td> <td>2/1/91</td> <td>L</td> <td>S</td> <td>1951060</td> <td>MATHERS, WILLIAM</td> <td>301.23</td> <td></td> <td>5.90</td> <td>327.74-</td> <td>327.74-</td>	1192	1192B0354S	2/1/91	L	S	1951060	MATHERS, WILLIAM	301.23		5.90	327.74-	327.74-
1192       1192B03575       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B03585       12/9/99       L       S       2005171       CSI-358       301.23       .00       .00       .00       .00         1192       1192B0359S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0360S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0360S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0361S       11/1/97       L       S       1752394       VANDUSEN, GENE       313.21       376.22       .00       .00       .00         1192       1192B0362S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0365S       11/18/02       AV       S <t< td=""><td>1192</td><td>1192B0355S</td><td>1/1/92</td><td>L</td><td>S</td><td>1946818</td><td>HICKLING, DANIEL</td><td>307.45</td><td></td><td>344.96</td><td>344.96-</td><td>.00</td></t<>	1192	1192B0355S	1/1/92	L	S	1946818	HICKLING, DANIEL	307.45		344.96	344.96-	.00
1192       1192B03685       12/9/9       L       S       2005171       CSI-358       301.23       .00       .00       .00       .00         1192       1192B0359S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0369S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0360S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0360S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0361S       11/1/97       L       S       1752394       VANDUSEN, GENE       313.21       376.22       .00       .00       .00         1192       1192B0362S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0365S       7/18/02       AV       S	1192	1192B0356S	9/1/89	L	S	1752378	Linzmaier, Gerard	307.45		.32	706.00-	352.84-
1192       1192B0359S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192B0360S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192B0360S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192B0361S       11/1/97       L       S       1752394       VANDUSEN, GENE       313.21       376.22       .00       .00         1192       1192B0362S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192B0363S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192B0364S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0365S       11/28/00       L       S       1752407       Murrow, Jacquelyn       323.37       347.00       .00 </td <td>1192</td> <td>1192B0357S</td> <td>7/18/02</td> <td>AV</td> <td>S</td> <td>1192</td> <td>Crystal Lake Club</td> <td>325.00</td> <td></td> <td>.00</td> <td>.00</td> <td>.00</td>	1192	1192B0357S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192       1192B0360S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0360S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0361S       11/1/97       L       S       1752394       VANDUSEN, GENE       313.21       376.22       .00       .00         1192       1192B0362S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0363S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0364S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0365S       11/28/00       L       S       1752407       Murrow, Jacquelyn       323.37       347.00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192	1192	1192B0358S	12/9/99	L	S	2005171	CSI-358	301.23		.00	.00	.00
1192       1192B0361S       111/1/97       L       S       1752394       VANDUSEN, GENE       313.21       376.22       .00       .00         1192       1192B0362S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00       .00         1192       1192B0362S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0363S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0364S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0365S       11/28/00       L       S       1752407       Murrow, Jacquelyn       323.37       347.00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00       .00         1192       1192B0366S       7/18/02	1192	1192B0359S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192       1192B0362S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192B0363S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192B0364S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192B0364S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00         1192       1192B0365S       11/28/00       L       S       1752407       Murrow, Jacquelyn       323.37       347.00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00	1192	1192B0360S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192       1192B03663S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0364S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0364S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0365S       11/28/00       L       S       1752407       Murrow, Jacquelyn       323.37       347.00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       330.00       .00       .00       .00       .00         1192       1192B0366S       11/1/96       L<	1192	1192B0361S	11/1/97	L	s	1752394	VANDUSEN, GENE	313.21		376.22	.00	.00
1192       1192B0364S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0365S       11/28/00       L       S       1752407       Murrow, Jacquelyn       323.37       347.00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       523.47-         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       330.00       .00       .00       .00       .00         1192       1192B0366S       11/1/96       L       S       11752415       Meldrum, James       318.77       341.66       341.66-       .00	1192	1192B0362S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192       1192B0364S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0365S       11/28/00       L       S       1752407       Murrow, Jacquelyn       323.37       347.00       .00       .523.47-         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       330.00       .00       .00       .00         1192       1192B0366S       11/1/96       L       S       1752415       Meldrum, Jarnes       318.77       341.66       341.66-       .00	1192	1192803635	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192       1192B0365S       11/28/00       L       S       1752407       Murrow, Jacquelyn       323.37       347.00       .00       523.47-         1192       1192B0366S       7/18/02       AV       S       1192       Crystal Lake Club       325.00       .00       .00       .00       .00         1192       1192B0367S       7/18/02       AV       S       1192       Crystal Lake Club       330.00       .00       .00       .00       .00         1192       1192B0368S       11/1/96       L       S       1752415       Meldrum, James       318.77       341.66       341.66-       .00	1192	1192B0364S	7/18/02	AV	S	1192	Crystal Lake Club	325.00				.00
1192         1192B0366S         7/18/02         AV         S         1192         Crystal Lake Club         325.00         .	1192	1192B0365S	11/28/00	L	S	1752407	Murrow, Jacquelyn	323.37				523.47-
1192         1192B0367S         7/18/02         AV         S         1192         Crystal Lake Club         330.00         .	1192	1192B0366S	7/18/02	AV	S	1192	Crystal Lake Club					
1192 1192B0368S 11/1/96 L S 1752415 Meldrum, James 318.77 341.66 341.6600	1192	1192B0367S	7/18/02	AV	S	1192	Crystal Lake Club	330.00				
	1192	1192B0368S	11/1/96	L	s	1752415	Meldrum, James	318.77				
	1192	1192803695	5/1/94	1	c	1757472	Endora locanh	364 04		200 20		00

First Day of Month: 5/1/03

Current Day of Month: 5/31/03

#### Chateau Communities, Inc Rent Roll Report

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Community         Sam Number         Date         Statu         Code         Number         Resident Number         Base Rund         International Statu         Annound Statu			Move In	Equip	Site	Resident			Security Dep	Current	Month	
Integenting         Transport         NV         S         Tige         Crystal Late Cub         247.00         A00         A00         A00           1192         11928020115         7/1602         AV         S         1192         Crystal Late Cub         247.00         A00         G0         A00           1192         1192803725         7/1602         AV         S         1192         Crystal Late Cub         247.00         A00         G0         A00           1192         1192803755         T/1602         AV         S         11924         AVA         S         372.32         391.56 <th>Community</th> <th>Site Number</th> <th></th> <th>• •</th> <th></th> <th></th> <th>Resident Name</th> <th>Base Rent</th> <th>(future use)</th> <th>Amount Billed</th> <th>Amount Paid</th> <th>Amount Open</th>	Community	Site Number		• •			Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1112         1122         VIAD         V         S         1122         Crystal Lake Cub         247.00         0.00         0.00           1162         1162263735         71490         L         S         11752411         Katham, William         348.45         2.71         779.44.         353.85           1182         1182263735         217199         L         S         175247         Datamann, Edwin         348.45         1.060.47         351.56         356.56         360.78         360.96         360.96         360.96         360.96         360.96         360.96         3							a second seco	247.00		.00	.00	.00
1192         1192,01725         711802         AV         S         1192         0rystal Lake Club         7400         0.0         0.0         0.0           1192         1132803745         17198         L         S         1752431         Katham, William         324.85         1.060.47         731.55         831.66         351.56           1192         1132803755         B31.00         L         S         1949377         Milliam, Edwin, Villiam         324.85         1.060.47         736.4         935.64           1192         1132803755         B71.00         L         S         175242         GRONN, MARY         320.85         3.76.4         356.44         356.44           1192         1192803755         T7160         L         S         1712242         GRONN, MARY         320.85         3.76.97         0.00         0.00         0.00           1192         1192803155         T71600         L         S         1712250         Sono, Leonard         313.03         3.86.26         0.00           1192         119280385         T71602         AV         S         1725250         Kaling, Richard         303.05         0.00         3.66.90           1192         119280385 <td< td=""><td></td><td></td><td></td><td>AV</td><td></td><td>1192</td><td>Crystal Lake Club</td><td>247.00</td><td></td><td>.00</td><td>.00</td><td>.00</td></td<>				AV		1192	Crystal Lake Club	247.00		.00	.00	.00
Initial         Initial <t< td=""><td></td><td></td><td>7/18/02</td><td>AV</td><td>s</td><td>1192</td><td>Crystal Lake Club</td><td>247.00</td><td></td><td>.00</td><td>.00</td><td>.00</td></t<>			7/18/02	AV	s	1192	Crystal Lake Club	247.00		.00	.00	.00
1192         119280374S         121/18         L         S         175240         Musemen, Edwin         244.58         1.006.47         351.58         871.54           1192         119280374S         11196         L         S         1752474         Datah, Miton         324.58         10.04.         351.64.         351.64.           1192         119280374S         119180377S         191.68         L         S         175247         OR/VM, MARY         320.88         376.74         366.44         368.44           1192         119280378S         71/190         L         S         175243         Lowike, Willen         343.00         0.0         0.00         0.00           1192         1192803185         2/2020         L         S         175233         Konkuse, Willen         336.00         386.86         356.26         0.00           1192         119280385         10/199         L         S         175258         Holingsworth, Jim         330.00         326.42         0.00         0.00           1192         119280385         10/199         L         S         175258         Holingsworth, Jim         330.00         320.01         0.00         0.00           1192         11928	1192	1192B0373S	3/1/99	ι	s	1752431	Ketchem, William	348.49		2.71	730.41-	363.85-
112         110200105         11106         L         5         11020         11020         1000         351.64         351.64           1192         119260375         91/199         L         5         175242         C(MV), MARY         320.86         3.78         366.44         366.47           1192         119260375         71/160         L         5         175242         C(MIN, MARY         320.86         3.78         366.47         366.47         366.47         366.47         366.49         366.44         366.49         366.44	1192	1192B0374S	12/1/89		S	1752440	Mussmann, Edwin	324.58		1,060.47	351.58-	351.58-
11192         111192         11192         11192 <t< td=""><td>1192</td><td>1192803755</td><td>8/31/00</td><td>L</td><td>s</td><td>1949357</td><td>METHENY, JAN</td><td>341.91</td><td></td><td>7.86</td><td>372.32-</td><td>372.32-</td></t<>	1192	1192803755	8/31/00	L	s	1949357	METHENY, JAN	341.91		7.86	372.32-	372.32-
Inscription	1192	1192B0376S	1/1/96	L	s	1752474		324.58		10.08-	351.64-	351.64-
1192       119203705       7/1402       L       S       1/1220310       1000       100       0.00         1192       119203705       7/1402       L       S       1192       306.90       306.90       306.90         1192       119203055       5/26/00       L       S       175251       Yoh, Yvetta       356.00       366.35       329.02       .00       .00         1192       119203055       10/501       L       S       175251       Yoh, Yvetta       356.05       329.02       .00       .00         1192       119203055       10/1/19       L       S       175254       Holingsworth, Jim       330.00       .00       .00         1192       119203055       10/1/19       L       S       175254       Baruss, Joseph       306.35       323.71       323.71       .48.90         1192       119203055       10/1/19       L       S       175254       Baruss, Joseph       .306.35       .303.17       .323.71       .48.90         1192       119203055       10/1/19       L       S       175254       Baruss, Joseph       .306.35       .323.71       .30.49       .10.41         1192       119203055       11/1/14 <td>1192</td> <td>1192B0377S</td> <td>9/1/89</td> <td>L</td> <td>s</td> <td>1752482</td> <td>CROWN, MARY</td> <td>320.88</td> <td></td> <td>3.78-</td> <td>366.44-</td> <td>366.44-</td>	1192	1192B0377S	9/1/89	L	s	1752482	CROWN, MARY	320.88		3.78-	366.44-	366.44-
11192       1119280379S       7/18/02       AV       S       11192       7/12/03       Sow, Loonard       341.91       1.3-       306.90-       306       306         11192       1112620031S       5/22/02       L       S       175251       Yoke, Yoke       356.90-       300.00       300.00	1192	1192B0378S	7/1/90	L	s	1752491	Jenkins, William	324.58		369.78	.00	10.70-
1192       1192803805       5/28/00       L       S       1732933       Snow, Leonard       341 91       1.3-26 50.0       366.26       366.26         1192       1192803825       101/501       L       S       1725233       Holdingsvorth, Jim       330.00       366.26       366.26       .00         1192       1192803825       101/169       L       S       175253       Holdingsvorth, Jim       306.35       329.02       .00       .00         1192       119280385       101/189       L       S       175254       Baruso, Joseph       306.35       323.71       323.71       48.90         1192       119280385       101/189       L       S       175254       Baruso, Joseph       33.16       .00       .00       .00         1192       119280385       11/194       L       S       175295       Ranga, Edwin       .31.16       .00       .00       .00         1192       119280385       71802       AV       S       175295       Stackpote, Charles       .33.18       .00       .00       .00       .00         1192       119280385       71802       AV       S       175265       Ralaya, Gradd       .33.10       .00       <			7/18/02	AV				343.00		.00	.00	.00
1192       1192803815       2/2/02       L       S       1752511       Yote       356.00       386.26       386.26       386.26       000         1192       1192803325       101//88       L       S       1752235       Maling, Richard       330.00       354.86       354.86       0.00         1192       1192803385       101//89       L       S       175253       Baruso, Joseph       330.00       0.00       0.00       0.00         1192       1192803855       101//89       L       S       1752546       Baruso, Joseph       331.61       323.71       223.71       48.90         1192       1192803855       111/194       L       S       175257       Baruso, Joseph       331.16       0.00       0.00       0.00         1192       1192803855       111/194       L       S       175257       Baruso, Learce       331.16       0.00       0.00       0.00         1192       1192803855       111/194       L       S       175265       Sackeorg, Grace       333.16       0.00       0.00       0.00       0.00         1192       119280385       111/194       L       S       1175265       Raceleduic       330.00       0.	1192	1192B0380S	5/26/00	L			•	341.91		.13-	366.90-	366.90-
Internal	1192	1192B0381S	2/22/02	L	S	1752511	Yohe, Yvette	356.00		386.26	386.26-	.00
1192         1192803845         7/1802         AV         S         1192         Crystal Lake Club         330.00         .00         .00         .00           1192         1192803855         10/169         L         S         175256         Barruso, Joseph         .063.5         .323.71         .323.71         .48.90           1192         1192803855         476.99         L         S         175256         Barruso, Joseph         .313.16         .356.59         .00         .000           1192         119280385         71/1602         AV         S         .1752568         Rusleberg, Grace         .313.16         .00         .00         .00           1192         1192803958         .171144         L         S         .1752569         Rusleberg, Grace         .313.16         .00         .00         .00           1192         1192803958         .171602         AV         S         .1152         Crystal Lake Club         .330.00         .00         .00         .00           1192         .1192803958         .716002         AV         S         .1152         Crystal Lake Club         .330.00         .00         .00         .00           1192         .1192803958         .716002 <td>1192</td> <td>1192B0382S</td> <td>10/5/01</td> <td>L</td> <td>s</td> <td>1752520</td> <td>Hollingsworth, Jim</td> <td>330.00</td> <td></td> <td>354.86</td> <td>354.86-</td> <td>.00</td>	1192	1192B0382S	10/5/01	L	s	1752520	Hollingsworth, Jim	330.00		354.86	354.86-	.00
1192         11920385         11/1789         L         S         175246         Baruso, Joseph         306.35         323.71         323.71         48.90           1192         11920385         11/1794         L         S         175256         Hernandez, Miguel         323.88         355.29         391.00         .45-           1192         119203875         11/1794         L         S         1752567         Bargas, Edwin         313.16         .354.59         .00         .00           1192         119200385         11/1794         L         S         1752567         Bargas, Edwin         .313.16         .00         .355.59-         .00           1192         1192803925         5/26/00         L         S         1752607         Stackpole, Charles         .23.88         .392.67         .13.049         .10.449           1192         1192803925         5/180/02         AV         S         .1192         Crystal Lake Club         .30.00         .00         .00         .00           1192         119280395         7/18/02         AV         S         .1752618         MURPHY, MAUREEN         .23.88         .13.35         .348.85         .348.85           1192         1192803955	1192	1192803835	10/1/89	L	s	1752538	Hotaling, Richard	306.35		329.02	.00	.00
1192       1192B0386S       4/6/99       L       S       1752554       Hernandoz, Migual       323.88       395.29       391.00-       .45-         1192       1192B03875       111/194       L       S       1752554       Baraga, Edwin       313.16       354.59       .0.0       .0.00       .0.00         1192       1192B03875       111/194       L       S       1752554       Baraga, Edwin       .313.16       .0.01       .0.00       .0.00       .0.00         1192       1192B03955       5/26/00       L       S       1752554       Baraga, Edwin       .33.16       .0.00       .0.00       .0.00       .0.00         1192       1192B03915       5/26/00       L       S       1752564       Baraga, Edwin       .33.10       .0.347.81       .347.81       .0.00       .0.01	1192	1192B0384S	7/18/02	AV	S	1192	Crystal Lake Club	330.00		.00	.00	.00
1192         1192B0387S         11/194         L         S         1752571         Baraga, Edwin         313.16         354.59         0.0         0.00           1192         1192B0388S         71802         AV         S         1192         Crystal Lake Club         330.00         .00         .00         .00         .00           1192         1192B0388S         11/1/14         L         S         175259         Rusberg, Grace         313.16         .00         .00         .00         .00           1192         1192B0390S         5/26/00         L         S         175259         Rusberg, Grace         .33.16         .00	1192	1192B0385S	10/1/89	L	s	1752546	Barruso, Joseph	306.35		323.71	323.71-	48.90
1192       1192B0388S       7/18/02       AV       S       1192       Crystal Lake Club       330.00       .00       .00       .00         1192       1192B0398S       11/1/94       L       S       1752569       Rusteberg, Grace       313.16       .00       .355.59       .000         1192       1192B0391S       5726/00       L       S       1752697       Stackole, Charles       .330.00       .00       .00       .00       .00         1192       1192B0391S       7/18/02       AV       S       .175260       Asplund, Gerald       .313.10       .347.81       .347.81       .00         1192       1192B0391S       7/18/02       AV       S       .175261       MURPHY, MANEEIN       .22.88       .13.35       .348.85       .348.85       .348.85         1192       1192B0394S       3/190       L       S       .175264       MURPHY, MANEEIN       .22.88       .13.35       .348.85       .348.85         1192       1192B0395S       7/170       L       S       .175264       Morin, Robert       .306.35       .325.90       .20.00       .00       .00       .00       .00       .00       .00       .00       .00       .00       .00	1192	1192B0386S	4/6/99	L	s	1752554	Hernandez, Miguel	323.88		395.29	391.00-	.45-
1192       1192803895       11/1/94       L       S       1752589       Rusteberg, Grace       313.16       0.0       355.59       0.0         1192       119280390S       5/26/00       L       S       1752589       Rusteberg, Grace       313.16       0.0       0.0       0.0       0.0       0.0         1192       119280391S       7/18/02       AV       S       1192       Crystal Lake Club       330.00       0.0       0.0       0.0       0.00         1192       119280393S       7/18/02       AV       S       1192       Crystal Lake Club       330.00       0.0       0.00       0.00         1192       119280393S       7/18/02       AV       S       1192       Crystal Lake Club       330.00       0.00       0.00       0.00         1192       119280395       3/599       L       S       1752618       MURPHY, MAUREEN       323.88       13.35       348.85       348.85         1192       119280395       4/190       L       S       175264       Morin, Robert       303.00       9.22       717.13       351.32         1192       119280395       11/190       L       S       1752645       Morin, Robert       306	1192	1192B0387S	11/1/94	L	s	1752571	Baraga, Edwin	313.16		354.59	.00	.00
1192       1192803905       5726/00       L       S       1752697       Stackbole, Charles       323.88       392.67       130.49       1.044         1192       1192803915       7/18/02       AV       S       1192       Crystal Lake Club       330.00       .00       .00       .00         1192       1192803925       9/28/00       L       S       175267       Stackbole, Charles       333.00       .00       .00       .00         1192       1192803935       7/18/02       AV       S       1192       Crystal Lake Club       330.00       .00       .00       .00         1192       1192803935       7/18/02       AV       S       175268       MURPHY, MAUREEN       323.88       13.35-       348.85       .348.85	1192	1192B0388S	7/18/02	AV	s	1192	Crystal Lake Club	330.00		.00	.00	.00
1192       1192B0391S       7/16/02       AV       S       1192       Crystal Lake Club       330.00       .00       .00       .00       .00         1192       1192B0392S       9/28/00       L       S       1192       Crystal Lake Club       330.00       .00       .00       .00       .00       .00         1192       1192B0393S       7/18/02       AV       S       1192       Crystal Lake Club       .30.00       <	1192	1192B0389S	11/1/94	L	s	1752589	Rusteberg, Grace	313.16		.00	355.59-	.00
1192       119280392S       972800       L       S       11762       075260       Asplund, Gerald       313.10       347.81       0.00       0.00       0.00       0.00         1192       119280392S       375.99       L       S       1192       Crystal Lake Club       330.00       0.00       0.00       0.00       0.00         1192       119280395S       471/90       L       S       1752626       Lembright, Arthur       313.16       144.43       324.03-       325.00       30.01       0.00       0.00       0.00 <td>1192</td> <td>1192803905</td> <td>5/26/00</td> <td>L</td> <td>s</td> <td>1752597</td> <td>Stackpole, Charles</td> <td>323.88</td> <td></td> <td>392.67</td> <td>130.49-</td> <td>1,044.91</td>	1192	1192803905	5/26/00	L	s	1752597	Stackpole, Charles	323.88		392.67	130.49-	1,044.91
1192       1192803935       7/18/02       AV       S       1192       0.00       0.00       0.00       0.00         1192       1192803935       3/5/99       L       S       1752618       MURPHY, MAUREEN       323.88       13.35       348.85       348.85         1192       119280395S       4/1/90       L       S       1752626       Lembright, Arthur       313.16       14.43       324.03       324.03         1192       119280396S       7/27/01       L       S       1752626       Lembright, Arthur       313.16       14.43       324.03       324.03         1192       119280396S       7/27/01       L       S       1752642       Morin, Robert       306.35       325.90       325.90       325.90       0.00         1192       119280398S       1/1/90       L       S       1752669       Geran, Ann       280.24       2.19       332.55 <t< td=""><td>1192</td><td>1192B0391S</td><td>7/18/02</td><td>AV</td><td>s</td><td>1192</td><td>Crystal Lake Club</td><td>330.00</td><td></td><td>.00</td><td>.00</td><td>.00</td></t<>	1192	1192B0391S	7/18/02	AV	s	1192	Crystal Lake Club	330.00		.00	.00	.00
1192       1192B0394S       3/5/99       L       S       1752618       MURPHY, MAUREEN       323.88       13.35       348.85       348.85         1192       1192B0395S       4/1/90       L       S       1752626       Lembright, Arthur       313.16       14.43       324.03       324.03         1192       1192B0396S       7/27/01       L       S       1752626       Lembright, Arthur       330.00       9.22-       717.13-       351.32         1192       1192B0396S       7/27/01       L       S       1752642       Morin, Robert       306.35       325.90       325.90-       0.00         1192       1192B0398S       10/1/94       L       S       1752661       Azzopardi, Andrew       313.16       342.64       0.0       0.00         1192       1192B0399S       10/1/94       L       S       1752661       Azzopardi, Andrew       313.16       342.64       0.00       0.00         1192       1192B0399S       10/1/94       L       S       1752665       Taylor, Date       271.98       329.35       329.654       298.54         1192       1192B0400S       2/1/97       L       S       1752663       Lee, James       245.36       130.	1192	1192B0392S	9/28/00	L	S	1752600	Asplund, Gerald	313.10		347.81	347.81-	.00
1192       1192B0395S       4/1/90       L       S       1752626       Lembright, Arthur       313.16       14.43       324.03       324.03         1192       1192B0395S       7/27/01       L       S       1752626       Lembright, Arthur       313.16       14.43       324.03       324.03       324.03         1192       1192B0395S       7/27/01       L       S       1752624       Markes, Don       330.00       9.22-       7/7.13-       351.32         1192       1192B0395S       12/1/89       L       S       1752664       Markes, Don       306.35       325.90       325.90       .000         1192       1192B0395S       11/190       L       S       1752669       Geran, Ann       280.24       2.19-       332.55-       332.55         1192       1192B0400S       2/1/97       L       S       1752669       Taylor, Dale       271.98       32.93       298.54-       298.54         1192       1192B0400S       2/1/97       L       S       1752669       Lew, James       245.36       130.49       634.03-       251.77         1192       1192B0402S       1/1/802       AV       S       182642       STROHMENGER, NORMA       271.98 <td>1192</td> <td>1192803935</td> <td>7/18/02</td> <td>AV</td> <td>S</td> <td>1192</td> <td>Crystal Lake Club</td> <td>330.00</td> <td></td> <td>.00</td> <td>.00</td> <td>.00</td>	1192	1192803935	7/18/02	AV	S	1192	Crystal Lake Club	330.00		.00	.00	.00
1192       1192B0396S       7/2/01       L       S       1752634       Mones, Don       330.00       9.22-       717.13-       351.32         1192       1192B0397S       12/1/89       L       S       1752634       Mones, Don       330.00       9.22-       717.13-       351.32         1192       1192B0397S       12/1/89       L       S       1752642       Morin, Robert       306.35       325.90       325.90       .00         1192       1192B0398S       1/1/90       L       S       1752654       Azzopardi, Andrew       313.16       342.64       .00       .00         1192       1192B0399S       10/1/94       L       S       1752659       Taylor, Dale       271.98       32.93       298.54       .298.54         1192       1192B0401S       4/1/89       L       S       1752693       Lee, James       .45.36       130.49       634.03       .251.77         1192       1192B0402S       12/15/97       L       S       1832642       STROHMENGER, NORMA       .271.98       11.11.1       .567.89-289.50         1192       1192B0404S       7/18/02       AV       S       1192       Crystal Lake Club       .00       .00       .00	1192	1192B0394S	3/5/99	£	S	1752618	MURPHY, MAUREEN	323.88		13.35-	348.85-	348.85-
1192       1192B03975       12/1/89       L       S       1752642       Morin, Robert       306.35       325.90       325.90       0.00         1192       1192B03985       1/1/90       L       S       1752642       Morin, Robert       306.35       325.90       325.90       0.00         1192       1192B03985       1/1/90       L       S       1752642       Morin, Robert       306.35       322.93       325.90       0.00         1192       1192B03995       10/1/94       L       S       1752669       Geran, Ann       280.24       2.19-       332.55-       332.55         1192       1192B04005       2/1/97       L       S       1752689       Lee, James       245.36       130.49       634.03-       251.77         1192       1192B04025       12/15/97       L       S       1832642       STROHMENGER, NORMA       271.98       11.11-       567.89-       289.50         1192       1192B04035       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .00       .00       .00       .00         1192       1192B04035       7/1/89       L       S       1752714       Madsen, Robert       258.65 <td< td=""><td>1192</td><td>1192803955</td><td>4/1/90</td><td>L</td><td>s</td><td>1752626</td><td>Lembright, Arthur</td><td>313.16</td><td></td><td>14.43</td><td>324.03-</td><td>324.03-</td></td<>	1192	1192803955	4/1/90	L	s	1752626	Lembright, Arthur	313.16		14.43	324.03-	324.03-
1192       1192803985       1/1/90       L       S       1752651       Azzopardi, Andrew       313.16       342.64       .00       .000         1192       1192803995       10/1/94       L       S       1752659       Geran, Ann       280.24       2.19-       332.55       332.55         1192       1192804005       2/1/97       L       S       1752669       Geran, Ann       280.24       2.19-       332.55       332.55         1192       1192804005       2/1/97       L       S       1752693       Lee, James       245.36       130.49       634.03-       251.77         1192       1192804025       12/15/97       L       S       1752693       Lee, James       245.36       130.49       634.03-       251.77         1192       1192804025       12/15/97       L       S       1832642       STROHMENGER, NORMA       271.98       11.11-       567.89-       289.50         1192       1192804025       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .00       .00       .00         1192       1192804045       7/1/8/02       AV       S       1752714       Madsen, Robert       258.65       25.33-	1192	1192B0396S	7/27/01	L	s	1752634	Mcnees, Don	330.00		9.22-	717.13-	351.32-
1192       1192B0399S       10/1/94       L       S       1752669       Geran, Ann       280.24       2.19-       332.55-       332.55-         1192       1192B0400S       2/1/97       L       S       1752685       Taylor, Dale       271.98       32.93       298.54-       298.54         1192       1192B0401S       4/1/89       L       S       1752685       Taylor, Dale       271.98       32.93       298.54-       298.54         1192       1192B0401S       4/1/89       L       S       1752693       Lee, James       245.36       130.49       634.03-       251.77         1192       1192B0402S       12/15/97       L       S       1832642       STROHMENGER, NORMA       271.98       11.11-       567.89-       289.50         1192       1192B0403S       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .00	1192	1192B0397S	12/1/89	L	s	1752642	Morin, Robert	306.35		325.90	325.90-	.00
1192       1192B0400S       2/1/97       L       S       1752685       Taylor, Dale       271.98       32.93       298.54       298.54         1192       1192B0401S       4/1/89       L       S       1752693       Lee, James       245.36       130.49       634.03       251.77         1192       1192B0402S       12/15/97       L       S       1832642       STROHMENGER, NORMA       271.98       11.11-       567.89-       289.50         1192       1192B0402S       12/15/97       L       S       1832642       STROHMENGER, NORMA       271.98       11.11-       567.89-       289.50         1192       1192B0402S       12/15/97       L       S       1832642       STROHMENGER, NORMA       271.98       11.11-       567.89-       289.50         1192       1192B0402S       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .00       .00       .00       .00         1192       1192B0405S       7/1/8/02       AV       S       1752714       Madsen, Robert       258.65       25.33-       302.32-       326.03         1192       1192B0405S       10/1/88       L       S       1752721       Caughey, John	1192	1192803985	1/1/90	L	s	1752651	Azzopardi, Andrew	313.16		342.64	.00	.00
1192       1192B0401S       4/1/89       L       S       1752693       Lee, James       245.36       130.49       634.03-       251.77         1192       1192B0402S       12/15/97       L       S       1832642       STROHMENGER, NORMA       271.98       11.11-       567.89-       289.50         1192       1192B0402S       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .00       .00       .00       .00       .00         1192       1192B0404S       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .01	1192	1192803995	10/1/94	L	s	1752669	Geran, Ann	280.24		2.19-	332.55-	332.55-
1192       1192B0402S       12/15/97       L       S       1832642       STROHMENGER, NORMA       271.98       11.11-       567.89-       289.50         1192       1192B0403S       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .00       .00       .00       .00       .00         1192       1192B0404S       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .	1192	1192B0400S	2/1/97	L	s	1752685	Taylor, Dale	271.98		32.93	298.54-	298.54-
1192       1192B0403S       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .00	1192	1192B0401S	4/1/89	L	s	1752693	Lee, James	245.36		130.49	634.03-	251.77-
1192       1192B0404S       7/18/02       AV       S       1192       Crystal Lake Club       282.00       .00	1192	1192B0402S	12/15/97	L	s	1832642	STROHMENGER, NORMA	271.98		11.11-	567.89-	289.50-
1192       1192B0405S       7/1/89       L       S       1752714       Madsen, Robert       258.65       25.33-       302.32-       326.03         1192       1192B0406S       10/1/88       L       S       1752722       Caughey, John       258.65       292.06       292.06-       .00	1192	1192804035	7/18/02	AV	s	1192	Crystal Lake Club	282.00		.00	.00	.00
1192       1192B0406S       10/1/88       L       S       1752722       Caughey, John       258.65       292.06       292.06       .00         1192       1192B0407S       5/1/88       L       S       1752731       Elliott, Joseph       238.73       245.14       .00       .00         1192       1192B0408S       8/1/88       L       S       1752749       Tillman, Donald       258.65       .00       557.76-       278.86         1192       1192B0409S       5/26/00       L       S       1752779       Tillman, Donald       258.65       .00       557.76-       278.86	1192	1192B0404S	7/18/02	AV	s	1192	Crystal Lake Club	282.00		.00	.00	.00
1192       1192B0406S       10/1/88       L       S       1752722       Caughey, John       258.65       292.06       292.06       .00         1192       1192B0407S       5/1/88       L       S       1752731       Elliott, Joseph       238.73       245.14       .00       .00         1192       1192B0408S       8/1/88       L       S       1752749       Tillman, Donald       258.65       .00       557.76-       278.86         1192       1192B0409S       5/26/00       L       S       1752757       Mccolgan, John       276.06       334.70       500.00-       34.01	1192	1192B0405S	7/1/89	L	s	1752714	Madsen, Robert	258.65		25.33-	302.32-	326.03-
1192         1192B0407S         5/1/88         L         S         1752731         Elliott, Joseph         238.73         245.14         .00         .00           1192         1192B0408S         8/1/88         L         S         1752749         Tillman, Donald         258.65         .00         557.76-         278.86           1192         1192B0409S         5/26/00         L         S         1752757         Mccolgan, John         276.06         334.70         500.00-         34.01	1192	1192B0406S	10/1/88	L	s	1752722	Caughey, John					.00
1192         1192B0408S         8/1/88         L         S         1752749         Tillman, Donald         258.65         .0D         557.76-         278.86           1192         1192B0409S         5/26/00         L         S         1752757         Mccolgan, John         276.06         334.70         500.00-         34.04	1192	1192B0407S	5/1/88	L	s	1752731	Elliott, Joseph					.00
1192 1192B0409S 5/26/00 L S 1752757 Mccolgan, John 276.06 334.70 500.00- 34.01	1192	1192B0408S	8/1/88	L	s	1752749	Tillman, Donald					278.88-
	1192	1192B0409S	5/26/00	L	s	1752757	Mccolgan, John					34.01
	1102	1107004100	7/1/00		•		<u> </u>					

First Day of Month: 5/1/03

#### Current Day of Month: 5/31/03

### Chateau Communities, Inc. Rent Roll Report

5/31/03 11:38:29

		Move In	Equip	Site	Resident		-	Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0411S	11/1/91	L	S	1752773	LUTZI, Mary	267.47		3.23	294.78-	294.78-
1192	1192B0412S	10/1/87	L	S	1752790	Duckett, MARION	225.49		269.84	.00	.00
1192	1192B0413S	5/1/88	L	S	2008305	FRANZ, DUANE	245.36		245.36	245.36-	.00
1192	1192B0414S	8/1/87	L	S	1752811	Koester, William	219.09		225.50	225.50-	00.
1192	1192B0415S	8/1/87	L	S	1752829	Hoffman, Wayne	225.49		285.81	285.81-	.00
1192	1192B0416S	11/1/87	ι	S	1752837	Wiles, William	242.21		300.32	298.01-	2.31
1192	1192B0417S	10/6/00	L	S	2024946	BARTLEY, JOHN	256.62		256.62	256.62-	.00
1192	1192B0418S	7/1/89	L	S	1752853	Essenberg, Robert	245.40		269.10	.00	.00
1192	1192B0419S	2/1/8 <del>9</del>	L	S	1752861	Trainor, Cele	245.36		297.46	.00	.00
1192	1192804205	1/1/88	L	S	1752870	Ritz, George	252.01		298.28	.00	10.70-
1192	1192B0421S	2/6/01	L	S	1752888	Cote, Edgar	276.00		.14	572.32-	286.09-
1192	1192B0422S	10/1/88	L	S	1957111	BLAIS, PAUL	238.73		611.52-	281.21-	860.97-
1192	1192B0423S	1/1/98	L	S	1752917	Wagner, Jack	261.17		1.52-	536.68-	269.10-
1192	1192B0424S	12/1/88	L	S	1752925	Bland, Bob	238.73		.26	298.69-	298.69-
1192	1192804255	3/1/97	L	S	1752933	Etchison, Thomas	261.17		252.73	300.15-	23.71-
1192	1192B0426S	12/9/99	L	S	1752941	Hausz, Marvin	265.43		330.64	306.93-	26.02
1192	1192B0427S	12/1/87	L	S	1752950	Hudson, George	225.49		234.69	234.69-	.00
1192	1192B0428S	10/1/87	L	S	1752968	Sprankle, Samuel	225.49		284.31	.00	.00
1192	1192804295	5/10/02	L	S	1752976	Mcgillion, Charles	276.00		20.09	306. <del>9</del> 6-	286.87-
1192	1192B0430S	9/1/87	L	S	1752984	Crumrine, Del	225.49		289.89	289.89-	.00
1192	1192B0431S	4/1/88	L	S	1752992	Compardo, John	252.01		21.57	254.61-	265.31-
1192	1192B0432S	1/1/88	L	S	1753012	Skorupski, Anthony	232.08		2.98-	276.84-	276.84-
1192	1192B0433S	12/1/87	Ĺ	S	1753021	Stowers, Marshall	232.08		270.06	.00	10.70-
1192	1192B0434S	11/1/87	L	S	1753039	Garnett, Merritt	225.49		.97	257.85-	254.94-
1192	1192B0435S	5/1/88	L	S	1753047	Roma, Armando	232.08		21.69	231.25-	254.96-
1192	1192B0436S	3/1/88	L	S	1753055	Martaus, John	225.49		239.82	239.82-	.00
1192	1192B0437S	12/1/88	L	S	1753063	Blank, Hazel	238.73		2.83	547.15-	273.66-
1192	1192B0438S	10/26/01	L	S	1753071	WINLAND, HELEN	276.00		327.16	.00	.00
1192	1192804395	11/1/88	L	S	1753080	Willis, GEORGE	258.65		8.24	275.00-	8.24
1192	1192B0440S	5/1/02	L	S	1753098	CIT GROUP-Repo #440	271.00		251.87-	1,746.30-	282.01
1192	1192B0441S	8/1/89	L	S	1753101	Thuemmler, Eugene	245.36		278.63	.00	.00
1192	1192B0442S	10/12/98	L	S	1753127	Haag, Norbert	262.23		302.05	.00	.00
1192	1192804435	9/1/89	L	S	1753135	Smith, George	241.25		275.87	.00	00.
1192	1192B0444S	3/1/90	L	S	1753143	Flenniken, Ralph	256.34		.27	302.21-	302.21-
1192	1192B0445S	1/24/00	L	S	1753151	Peck, Kenneth	269.97		.27	608.33-	303.24-
1192	1192B0446S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0447S	12/22/98	L	S	1753160	Piperato, James	262.23		51.89	569.97-	259.04-
1192	1192B0448S	2/1/88	L	S	1753178	Colose, Anthony	232.08		1.93	276.21-	276.21-
1192	1192B0449S	12/1/90	L	S	1753186	Smith, James	251.33		278.06	<b>00</b> .	10.70-
1192	1192B0450S	7/18/02	AV	S	1192	Crystal Lake Club	276.00		.00	.00	00.
1192	1192B0451S	7/1/89	I	c	4763404	Chashalle Iraa	~ ~ ~ ~ ~				

First Day of Month: 5/1/03

Current Day of Month: 5/31/03

# Chateau Communities, Inc.

Rent Roll Report

5/31/03 11:38:29

		Move In	Equip	Site	Resident			Security Dep	Current Month		
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0452S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192804535	12/1/88	L	s	1753207	Gifford, Samuel	245.36		130.76	672.30-	270.77-
1192	1192B0454S	12/1/88	L	S	1753215	Reasoner, BETTY	245.36		275.48	.00	.00
1192	1192B0455S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	1192B0456S	12/1/95	L	s	1753231	Hughes, Lloyd	256.34		284.85	.00	23.71-
1192	1192804575	8/28/01	L	s	1753240	Lohr, George	271.00		6.83-	319.06-	319.06-
1192	1192B0458S	10/6/00	Ł	s	1753258	Desjardines, Victor	269.97		289.93	289.93-	.00
1192	1192B0459S	5/9/01	L	s	1753266	Busby, Robert	271.00		.00	297.20-	296.90-
1192	1192B0460S	4/1/96	L	s	1753274	Piperato, Joseph	261.81		294.41	294.41-	.00
1192	1192B0461S	7/18/02	AV	s	1192	Crystal Lake Club	276.00		.00	.00	.00
1192	1192B0462S	4/9/01	L	s	1972400	WAY, HAROLD	271.00		285.37	294.80-	.00
1192	1192B0463S	6/1/89	L	S	1753291	SIBREL, MARIE	252.01		.00	282.13-	282.13-
1192	1192B0464S	12/1/94	L	s	1778463	KOSMAN, FRED	271.00		296.68	.00	.00
1192	1192B0465S	4/1/96	L	s	1753311	PAWLAK, LOUANN	256.34		.82-	526.32-	263.57-
1192	1192B0466S	6/1/97	L	S	1753320	Barbaro, John	261.17		9.81-	582.13-	295.97-
1192	1192B0467S	10/1/89	L	s	1753354	Lindon, Alice	241.25		.00	247.66-	.00
1192	1192B0468S	12/1/89	L	s	1753362	Oleson, Russell	256.34		.00	286.46-	286.46-
1192	1192B0469S	10/25/99	L	s	1753371	Miller, Richard	265.44		295.56	295.56-	.00
1192	1192B0470S	9/1/88	L	s	1753389	Condon, H.R.	258.65		300.39	300.39-	.00
1192	1192B0471S	2/26/98	L	S	1753397	Main, Ernst	273.07		293.09	293.09-	.00
1192	1192B0472S	7/1/89	L	s	1753400	WHALEN, Dennis	245.36		268.03	268.03-	.00
1192	1192B0473S	6/1/89	L	s	1753418	Geer, Nancy	245.36		.53	263.97-	263.97-
1192	1192B0474S	5/9/01	L	S	1753426	Eugene, Mc Cormic	282.00		311.74	311.74-	.00
1192	1192B0475S	7/1/87	L	s	1753434	Carter, Edward	225.49		1.44-	274.59-	274.59-
1192	1192B0476S	9/1/88	L	S	1753442	Pesarchick, Joseph	225.49		239.76	.00	23.71-
1192	1192B0477S	5/1/90	L	s	1753469	Rice, Harry	256.34		287.65	287.65-	.00
1192	1192B0478S	4/6/99	L	S	1966536	GENTRY, DALE	265.43		274.01	.00	.00
1192	1192B0479S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0480S	5/1/90	L	s	1753485	Fairfull, Jackson	256.34		126.62	741.60-	307.49-
1192	1192B0481S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0482S	10/1/89	L	s	1896831	SMITH, BUTLER	253.90		.00	554.82-	277.41-
1192	1192B0483S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0484S	12/1/90	L	s	1753506	Quinn, Robert	256.34		299.44	.00	.00
1192	1192B0485S	7/1/90	L	S	1753514	Wagar, Betty	256.34		267.08	.00	2.97
1192	1192B0486S	4/1/95	L	s	1753522	Delahanty, Donald	261.81		4.30	638.80-	317.25-
1192	1192B0487S	5/1/95	L	S	1753531	MABRY, Geraldine	261.81		1.61-	593.33-	297.47-
1192	1192B0488S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192804895	12/28/01	L	s	1753549	Whitehill, Russell	271.00		3.59-	303.56-	303.56-
1192	119280490S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0491S	7/18/02	AV	s	1192	-	271.00		.00	.00	.00
4400	4400004000		•••			,	271.00		.00	.00	.50

First Day of Month: 5/1/03

Current Day of Month: 5/31/03

#### Chateau Communities, Inc. Rent Roll Report

5/31/03 11:38:29

		Move in	Equip	Site	Resident			Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192804935	7/18/02	AV	s	1192	Crystal Lake Club	271.00	<u></u>	.00	.00	.00
1192	1192B0494S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192804955	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0496S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0497S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0498S	11/27/01	L	S	1753557	Morrow, James	276.00		11.28	339.46-	339.46-
1192	1192804995	3/30/01	L	S	1753573	Seguin, William	261.75		7.75-	136.17-	136.17-
1192	1192B0500S	12/26/01	L	S	1753581	HAYES, JOHN	276.00		2.00-	173.11-	173.11-
1192	1192B0501S	4/6/00	L	S	1753590	Chapman, Bruce	270.74		297.64	297.64-	.00
1192	1192B0502S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0503S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0504S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0505S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0506S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0507S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0508S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0509S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0510S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0511S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0512S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0513S	9/1/89	L	s	1753602	Shaw, Alfred	258.65		130.49	399.08-	268.59-
1192	1192B0514S	12/26/01	L	S	1753611	Carfield, Richard	287.00		343.96	.00	00.
1192	1192B0515S	7/26/00	L	S	1753629	Wright, James	265.43		15.23	147.63-	145.32-
1192	1192B0516S	10/5/01	L	S	1753637	Simoneau, Roger	271.00		129.78	.00	.00
1192	1192B0517S	5/25/01	L	S	1753645	Defeo, William	269.97		124.37	.00	23.71-
1192	1192B0518S	8/31/00	L	S	1753653	Kubinec, George	277.24		.08	152.54-	152.54-
1192	1192B0519S	7/9/01	L	S	1753661	Harter, Howard	269.97		.90-	138.00-	138.00-
1192	1192B0520S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0521S	4/9/01	L	s	1753688	Banks, Lawrence	269.97		23.71	274.21-	.00
1192	1192B0522S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0523S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0524S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0525S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0526S	5/29/02	L	S	1753696	Janisch, Betty	271.00		293.98	293.98-	.00
1192	1192B0527S	10/25/00	L	S	1753709	CSI #527	271.00		.00	.00	.00
1192	1192B0528S	7/18/02	AV	s	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192805295	10/25/00	L	S	1753717	Philips, Kerry	256.62		.80-		
1192	1192B0530S	7/9/01	L	S	1753725	Cole, Richard	269.97		3.14-		
1192	1192B0531S	7/18/02	AV	S	1192	Crystal Lake Club	271.00		.00	.00	.00
1192	1192B0532S	7/18/02	AV	s	1192	Crystal Lake Club	330.00		.00	.00	.00
1192	1192805335	4/1/94	1	c	4759700	Brander Brander				.00	

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First Day of Month: 5/1/03 Current Day of Month: 5/31/03

#### Chateau Communities, Inc.

Rent Roll Report

5/31/03 11:38:29

		Move in	Equip	Site	Resident			Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Name	Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0534S	1/2/02	L	s	1753741	Gates, Richard	325.00		9.24-	349.97-	349.97-
1192	1192B0535S	7/18/02	AV	s	1192	Crystal Lake Club	325.00		00.	.00	.00
1192	1192B0536S	5/1/95	L	s	1753750	Pierce, Eugene	267.47		.84	297.29-	297.29-
1192	1192B0537S	8/1/96	L	s	1982190	SMITH, THOMAS	273.18		2.53	294.30-	294.30-
1192	1192B0538S	10/1/96	L	s	1753776	ORT, NANCY	273.18		4.69-	327.26-	327.26-
1192	1192B0539S	10/1/96	L	s	1753792	MCVEY, HOWARD	265.53		3.07-	634.89-	318.98-
1192	1192B0540S	12/9/99	L	s	1753805	Cunningham, Donald	318.57		359.48	489.97-	.00
1192	1192B0541S	1/1/02	L	s	1753813	Froderman, Ronald	325.00		364.38	364.38-	.00
1192	1192B0542S	10/26/01	L	s	1753821	MURPHY, IMOGENE	325.00		387.62	387.62-	.00
1192	1192B0543S	3/7/01	L	S	1753830	Hamilton, Charles	325.00		.25	331.41-	331.41-
1192	119280544S	4/7/98	L	s	1753848	Renner, Robert	313.21		333.30	333.30-	.00
1192	1192B0545S	3/1/95	L	s	1753856	Jungjohann, Warren	261.81		1.03-	300.65-	300.65-
1192	119280546S	7/1/95	L	s	1753864	Pierce, Ronald	267.47		280.31	304.31-	12.00-
1192	1192B0547S	7/18/02	AV	s	1192	Crystal Lake Club	312.00		.00	.00	.00
1192	1192B0548S	7/18/02	AV	s	1192	Crystal Lake Club	312.00		.00	.00	.00
1192	1192B0549S	7/18/02	AV	s	1192	Crystal Lake Club	312.00		.00	.00	00.
1192	1192B0550S	7/18/02	AV	s	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	119280551S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	1192B0552S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	1192B0553S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	1192B0554S	7/18/02	AV	s	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	1192B0555S	3/28/02	L	s	1753872	CSI #555	325.00		.00	.00	.00
1192	1192B0556S	5/9/01	L	S	1753881	MANAGER'S HOME #556	315.00		.00	.00	.00
1192	1192B0557S	7/18/02	AV	s	1192	Crystał Lake Club	330.00		.00	.00	.00
1192	1192B0558S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	119280559S	7/18/02	AV	S	1192	Crystal Lake Club	325.00		.00	.00	.00
1192	1192B0560S	7/18/02	AV	s	1192	Crystal Lake Club	325.00		00.	.00	00.
1192	1192B0561S	5/20/02	L	S	2021032	CALVIN PHILLIPS	330.00		710.61-	940.11-	1,040.61-
1192	1192B0562S	10/19/01	L	S	1753910	Eisenhauer, Henry	312.00		160.36	135.36-	.22
1192	1192B0563S	7/18/02	AV	S	1192	Crystal Lake Club	312.00		.00	.00	.00
1192	1192B0564S	7/18/02	AV	S	1192	Crystal Lake Club	312.00		.00	.00	.00
1192	119280565S	12/22/98	L	S	1753928	Wesner, Earl	315.39		.54	371.33-	369.02-
1192	1192B0566S	7/26/00	L	S	1753936	Christian, William	318.57		136.20	136.20-	.00
1192	1192B0567S	8/31/00	L	S	1753944	Bourdreau, Phiłlip	318.56		153.94	.00	.00
1192	1192B0568S	4/27/01	L	s	1753952	Stonecash, Tom	323.37		141.49-	276.00-	276.00-
1192	1192B0569S	12/9/99	L	s	1753961	Kille, Donald	315.39		1.38-	384.53-	384.53-
1192	1192B0570S	1/13/99	L	S	1753979		315.39		.29-	362.58-	362.58-
1192	1192B0571S	11/16/99	L	S	1753987	•	315.38		1.62	343.78-	343.78-
1192	119280572S	10/25/99	L	s	1753995		315.38		337.78	337.78-	
1192	1192B0573S	9/23/99	L	s	1754015		315.38		6.62-		
1192	1192805745	12/10/07		-	4764000		010.00				

#### 5501RR

rst Day of Month: 5/1/03

urrent Day of Month: 5/31/03

#### Chateau Communities, Inc.

Rent Roll Report

		Move in	Equip	Site	Resident					Security Dep	Current	Month	
Community	Site Number	Date	Status	Code	Number	Resident Na	ame		Base Rent	(future use)	Amount Billed	Amount Paid	Amount Open
1192	1192B0575S	3/30/01	L	S	1754031	Nugent, Jor	n		323.37		139.87	139.87-	.00
1192	1192B0576S	7/18/02	ÁV	S	1192	Crystal Lak	e Club		325.00		.00	.00	.00
1192	1192B0577S	7/18/02	AV	S	1192	Crystał Lak	e Club		325.00		.00	.00	.00
1192	1192805785	6/1/96	L	S	1754040	Connelly, M	Aargaret		273.18		296.75	200.00-	96.75
1192	1192B0579S	2/4/00	L	S	1754058	Nicholas, G	eorge		318.57		1.10-	350.85-	350.85-
1192	1192B0580S	2/6/01	Ł	S	1754066	Brown, Ter	ту		323.37		2.49-	275.15-	138.82-
1192	1192B0581S	11/6/00	L	s	1754074	Farver, Ro	ger		307.97		3.97-	345.35-	345.35-
1192	1192B0582S	9/6/01	L	S	1754082	Ashiey, W.	JOSEPH		323.37		133.67	.00	.00
1192	119280583S	5/21/98	L	S	1754091	Mann, Mer	i		315.39		7.58-	364.47-	364.47-
1192	1192B0584S	7/28/97	L	S	1754103	Warner, No	oman		265.53		292.86	292.86-	.00
1192	1192B0585S	1/1/95	L	S	1754120	Sosa, Edg	ardo		261.81		1.30-	279.60-	279.60-
1192	1192B0586S	9/1/94	L	S	1754138	Long, Paul	1		261.81		.00	299.97-	.00
1192	1192B0587S	8/1/94	L	S	1754146	Recor, Arn	old		261.81		8.23-	293.48-	293.48-
1192	1192B0588S	5/9/01	L	S	1966528	SIEDENTO	OPF, BRUCE		325.00		1.22	348.42-	348.42-
1192	1192B0589S	7/15/99	Ĺ	S	1754162	Mcglothlin,	Kenneth		318.57		344.08	.00	.00
1192	1192B0590S	12/17/97	L	S	1754171	Spitzer, Ca	arol		313.21		365.60	.00	.00
1192	1192B0591S	11/28/00	L	s	1754189	Casorio, D	ebro		323.37		10.10-	370.30-	370.30-
1192	1192B0592S	1/26/01	L	S	1754197	Ott, Gerak	t		323.37		5.07-	160.37-	160.37-
1192	1192B0593S	10/4/96	L	s	1754200	Emigh, Th	eodore		273.18		25.86-	342.14-	342.14-
1192	1192B0594S	5/1/92	L	S	1754218	Distin, Dor	n		324.07		5.95-	715.17-	360.56-
1192	1192B0595S	7/1/95	L	s	1754234	Waiz, Jose	aph		267.47		298.83-	595.77-	298.83-
1192	1192B0596S	1/1/94	L	S	1754242	Breen, Per	nny		313.16		1.17-	342.41-	342.41-
1192	1192B0597S	5/1/94	L	s	1754251	Brander, C	Scene		261.81		4.82-	590.26-	297.54-
1192	1192B0598S	6/29/99	L	S	1754269		FFICE #598		330.00		.00	.00	.00
1192	1192B0599S	7/18/02	AV	s	1192	Crystal La	ke Club		330.00		.00	.00	.00
Community	1192	Crystal Lake Clu	b			Count:	483	Leased	140,426.64		52,516.04	154,584.92-	93,310.21-
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# EXHIBIT "F"

# SERVICE CONTRACTS

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## FIFTH AMENDMENT TO MOBILE HOME PARK PURCHASE AND SALE AGREEMENT

THIS FIFTH AMENDMENT TO MOBILE HOME PARK PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into effective on the last signature date set forth below between CWS COMMUNITIES, LP, a Delaware limited partnership ("Seller"), and DOCKSIDE INVESTORS, L.L.C., a Florida limited liability company ("Buyer"), and amends that certain Mobile Home Park Purchase and Sale Agreement by and between Seller and Buyer dated May 27, 2003, as amended by that certain First Amendment to Mobile Home Park Purchase and Sale Agreement dated August 18, 2003, as amended by that certain Third Amendment to Mobile Home Park Purchase and Sale Agreement dated August 18, and an and as further amended by that certain Fourth Amendment to Mobile Home Park Purchase and Sale Agreement dated and as further amended by that certain Fourth Amendment to Mobile Home Park Purchase and Sale Agreement dated August 28, 2003 (as amended, the "Agreement"), as follows:

1. <u>Allocation of Purchase Price</u>. Notwithstanding anything to the contrary contained in the Agreement, the portion of the Purchase Price payable at the Closing allocable or attributable to the Florida Public Service Commission ("**PSC**") regulated utilities property is deemed by the parties to be the net book value of the utility assets as will be established by the PSC as part of the transfer proceedings to be conducted with respect thereto pursuant to Sec. 367.071, Florida Statutes. The parties reserve the right to disagree with any factual or legal position taken by the PSC in said proceeding, as allowed by law.

2. <u>**Ratification**</u>. Except as herein modified, the Agreement shall remain unmodified and in full force and effect.

3. <u>Counterpart/Facsimile Execution</u>. This Amendment may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. A facsimile copy of this Amendment and counterpart signatures shall be considered, for all purposes, as an original.

IN WITNESS WHEREOF, this Amendment has been executed by the parties on the date set forth below.

WITNESSES:

# SELLER:

**CWS COMMUNITIES, LP**, a Delaware limited partnership authorized to transact business in the State of Florida

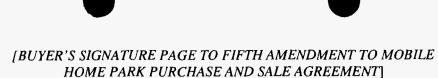
- By: CP LIMITED PARTNERSHIP, a Maryland limited partnership, its Managing Partner
  - By: CHATEAU COMMUNITIES, INC., a Maryland corporation authorized to transact business in the State of Florida, a General Partner

Βv

John C. Fernie Senior Vice President

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WITNESSES:

# **BUYER:**

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DOCKSIDE INVESTORS, L.L.C., a Florida limited liability company By: Stephen E. McConihay Managing Member Execution Date: 5 402,03

# AGREEMENT AS TO TRANSFER OF FLORIDA PUBLIC SERVICE COMMISSION CERTIFICATED UTILITY

THIS AGREEMENT AS TO TRANSFER OF FLORIDA PUBLIC SERVICE COMMISSION CERTIFICATED UTILITY (this "Agreement"), is dated as of 2pp+.3, 2003, by and among DOCKSIDE INVESTORS, L.L.C., a Florida limited liability company ("Buyer"), and CWS COMMUNITIES, LP, a Delaware limited partnership authorized to transact business in the State of Florida ("Seller"), whereby the parties agree as follows:

# RECITALS

1. Buyer and Seller are parties to that certain Mobile Home Park Purchase and Sale Agreement dated as of May 27, 2003, as amended (as amended, "**Purchase and Sale Agreement**").

2. CWS Communities LP d/b/a Crystal Lake Club is the holder of the Florida Public Service Commission ("FPSC") water certificate of authorization No. 525-W and wastewater certificate No. 454-S in Highlands County, Florida, providing water and wastewater service to Crystal Lake Mobile Home Park ("Certificated Utility").

3. Pursuant to the terms of the Purchase and Sale Agreement, Seller will sell to Buyer, among other things, the Certificated Utility.

4. Section 367.071 (1), Fla. Stat. (2002), specifies that no utility shall sell, assign, or transfer its certificate of authorization, facilities or any portion thereof, or majority organizational control (hereinafter referred to as "**Transfer**") without determination and approval of the FPSC that said Transfer is in the public interest and that the buyer, assignee, or transferee will fulfill the commitments, obligations, and representations of the utility; however a Transfer may occur prior to FPSC approval if the contract for said Transfer is made contingent upon FPSC approval.

5. The parties desire to Transfer the Certificated Utility prior to FPSC approval consistent with the provisions of § 367.071(1), Fla. Stat. (2002).

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, subject to and on the terms and conditions herein set forth, and in recognition of the requirements of § 367.071(1), Fla. Stat. (2002), and the authority of the FPSC, the parties hereto agree as follows:

1. The Transfer of the Certificated Utility is made contingent upon FPSC approval.

2. This Agreement has no affect upon the consummation of the transactions contemplated by the Purchase and Sale Agreement, except as it pertains to the Transfer of the Certificated Utility. If the application for Transfer is not approved by the FPSC, then only the Transfer of the Certificated Utility shall be affected.

**IN WITNESS WHEREOF**, this Agreement has been signed by a duly authorized officer and on behalf of each of the parties hereto as of the date first written above.

BUYER:

DOCKSIDE INVESTORS, L.L.C.,
a Florida limited liability company
By:
Stephen E. McConihay
Managing Member
Execution Date: 50702,2003

SELLER:

CWS COMMUNITIES, LP, a Delaware limited partnership authorized to transact business in the State of Florida

- By: CP Limited Partnership, a Maryland limited partnership, its Managing Partner
  - By: CHATEAU COMMUNITIES, INC., a Maryland corporation authorized to transact business in the State of Florida, a General Partner

By:\_\_\_\_\_ John C. Fernie Senior Vice President

Execution Date:\_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been signed by a duly authorized officer and on behalf of each of the parties hereto as of the date first written above.

# BUYER:

# DOCKSIDE INVESTORS, L.L.C.,

a Florida limited liability company

By:

Stephen E. McConihay Managing Member

Execution Date:\_\_\_\_\_

SELLER:

CWS COMMUNITIES, LP, a Delaware limited partnership authorized to transact business in the State of Florida

- By: CP Limited Partnership, a Maryland limited partnership, its Managing Partner
  - By: CHATEAU COMMUNITIES, INC., a Maryland corporation authorized to transact business in the State of Florida, a General Partner

Imili-By:

John C. Fernie Senior Vice President

Execution Date: Scotular 2, 2003

DOC STAMPS	133000.00 D.C.	<u>()</u>
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# SPECIAL WARRANTY DEED

THIS INDENTURE made as of this 3<sup>rd</sup> day of September, 2003, by and between CWS COMMUNITIES, LP, a Delaware limited partnership authorized to transact business in the State of Florida ("Grantor"), whose address is 6160 South Syracuse Way, Greenwood Village, Colorado 80111, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases and conveys unto DOCKSIDE INVESTORS, L.L.C., a Florida limited liability company ("Grantee") whose address is 12110 Seminole Boulevard, Largo, Florida 33778, the following described real property in the County of Highlands, State of Florida, to-wit:

### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

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

And the Grantor does hereby covenant that, except for the title exceptions set forth on **Exhibit "B"** attached hereto and made a part hereof, Grantor does fully warrant the title to the above described real estate so hereby conveyed and will defend the same against the lawful claims, arising out of events occurring prior to the recording of this Deed, of all persons claiming by, through or under the Grantor, but against none other.

(Signature on following page)





Space above this line for recorder's use only

IN WITNESS WHEREOF, the Grantor aforesaid has set its hand and seal as of the  $3^{\prime\prime}$  day of September , 2003.

WITNESSES:

#### **GRANTOR:**

CWS COMMUNITIES, LP, a Delaware limited partnership authorized to transact business in the State of Florida

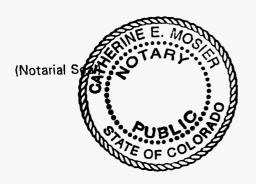
- By: CP LIMITED PARTNERSHIP, a Maryland limited partnership, its Managing Partner
  - By: CHATEAU COMMUNITIES, INC., a Maryland corporation authorized to transact business in the State of Florida, a General Partner

Bv

John C. Fernie Senior Vice President

STATE OF COLORADO COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this  $\frac{38}{38}$  day of  $\frac{38}{38}$ 



Print Name: Catherine E Musier NOTARY PUBLIC My Commission Expires: 10 15 03





Space above this line for recorder's use only

### <u>EXHIBIT A</u>

LEGAL DESCRIPTION

### PARCEL A:

A portion of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 2, Township 34 South, Range 28 East: thence North 1°08'50" West and along the East line of said Section a distance of 242.14 feet: thence North 89°48'08" West a distance of 2042.29 feet for Point of Beginning: thence continue North 89°48'08" West a distance of 1897.96 feet to a point in the centerline of Memorial Drive (State Road No. 17-A): thence North 01°30'39" West and along thecenterline of Memorial Drive a distance of 374.17 feet: thence North 88°36'40" East a distance of 1898.91 feet: thence South 01°16'18" East a distance of 426.72 feet to Point of Beginning. LESS AND EXCEPT the West 50.00 feet for right-of-way.

## PARCEL B:

All that part of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 34 South, Range 28 East, lying West of the A.C.L. Railroad right-of-way together with that part of Lots 9 thru 14, inclusive, of Warren and Monday Subdivision as recorded in Plat Book 1, Page 10, Highlands County records, lying within the following described boundary:

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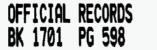


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Less and Except the West 50.00 feet for Memorial Drive (State Road No. 17-A) right-of-way.







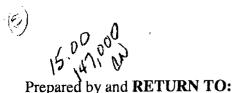
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#### EXHIBIT B

#### Permitted Exceptions

- 1. Taxes and assessments for the year 2003 and subsequent years, which are not yet due and payable.
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- 9. Terms and conditions of the Right-of-Way Utilization Agreement between Florida Power Corporation, a Florida corporation and Crystal Lake Community, L.P., Diamond Valley Associates, Ltd., and Friendly Village Lancaster Associates, Ltd. recorded in O.R. Book 1085, Page 697.
- 10. Matters appearing on the plat recorded in Plat Book 14, Page(s) 80, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Exhibit "A".
- 11. Matters appearing on the plat recorded in Plat Book 15, Page(s) 97, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Exhibit "A".
- 12. Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary line separating the publicly used area from the upland private area.
- 13. Any land described in Exhibit "A" which is artificially filled land in what was formerly navigable waters, is subject to the rights of the United States government, arising by said government's control over navigable waters involving navigation and commerce.

# FILE# 1209111 RCD:Sep 05 2003 @ 1:52 PM L.E. "Luke" Brooker Clerk of Courts Highlands Co



OFFICIAL RECORDS



DEED DOC STAMPS 147000.00 D.C. ch

Jonathan James Damonte, Esq. Jonathan James Damonte, Chartered 12110 Seminole Blvd. Largo, FL 33778 File No.: 03-117

#### PARCEL I.D. C-02-34-28-080-00A0-0000

# Special Warranty Deed

Effective this <u>JL</u> day of <u>Septent</u>, 2003, between **DOCKSIDE INVESTORS**, L.L.C., a Florida limited liability company, with a mailing address of 12110 Seminole Blvd., Largo, Florida 33778, Grantor\* and **MINK ASSOCIATES I, LLC**, a Florida limited liability company, with a mailing address of 533 Crystal Lake Drive, Avon Park, FL 33825, Grantee\*,

Witnesseth, that said Grantor, for and in consideration of the sum of TEN and no/100 Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Highlands County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

To Have and to Hold, the same in fee simple forever.

And, the Grantor covenants with said Grantee that, except for the title exceptions set forth on **EXHIBIT "B"** attached hereto and made a part hereof, it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to the land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

\*"Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witnesses:

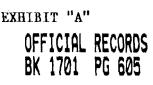
Prit

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this  $\underline{J}$  day of September 2003, by Stephen E. McConihay, as Managing Member of Dockside Investors, L.L.C., a Florida limited liability company; who:  $\underline{\Box}$  is/are personally known to me or  $\Box$  has/have produced \_\_\_\_\_\_\_ as identification.

RUDEN, MCLOSKEY, Smith Schuster & RUSSA St. Petersburg. CC STATE

PARCEL A:





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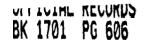
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FILE# 1209114 RCD:Sep 05 2003 @ 2:00 PM L.E. "Luke" Brooker Clerk of Courts Highlands Co

# **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that DOCKSIDE INVESTORS, L.L.C., a Florida limited liability company (hereinafter referred to as "Seller"), in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by MINK ASSOCIATES II, LLC, a Florida limited liability company (hereinafter referred to as "Purchaser"), the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and deliver to Purchaser, its successors and assigns, the following items of tangible personal property:

All of the facilities, equipment, fixtures, personalty and licensing rights to the utility company presently serving the real property **Exhibit "A"** and attached hereto and made a part hereof, used or useful in connection with the operation of the mobile home park known as CRYSTAL LAKE, a/k/a CRYSTAL LAKE CLUB, a/k/a CRYSTAL LAKE MOBILE HOME PARK.

TO HAVE AND TO HOLD the said goods and chattels, together with every privilege, right, title, interest and estate thereto belonging or in anywise appertaining.

AND THE SELLER HEREBY COVENANTS with Purchaser that Seller is the lawful owner of the goods and chattels hereinabove described, that they are free and clear of all liens and encumbrances; and that Seller will warrant and defend the title of the items of tangible and intangible personal property unto Purchaser against the lawful claims of all persons or entities whomsoever, except as above stated. However, no warranty of merchantability or fitness for a particular purpose is intended, express or implied, and the items of tangible personal property are purchased in their present condition "AS IS", and "WITH ALL FAULTS".

AND THE SELLER HEREBY RELINQUISHES and conveys to Purchaser all right, title, interest and claim to any and all mobile homes on site whether in title and/or abandoned or repossessed from or after the date hereof.

This Bill of Sale may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

(Signatures on following pages)

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IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed and delivered as of the \_\_\_\_\_\_ day of September 2003.

SELLER:

DOCKSIDE INVESTORS, L.L.C., a Florida limited liability company By: Stephen E. McConihay, Manage

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 22 day of September 2003, by Stephen E. McConihay, a Florida limited liability company, who is either [CHECK WHERE APPLICABLE] \_\_\_\_\_ personally known to me, or \_\_\_\_ has produced a \_\_\_\_\_\_ driver's license as identification.



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Prir	t Name: _	JONOF	WAN-	VALA	AMONTE	
NO	TARY PU	BLIC	(	/	/	
Мy	Commissi	on Exp	ires:			

(Notarial Seal)

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed and delivered the day and year first above written.

PURCHASER:

MINK ASSOCIATES II, LLC, a Florida limited liability company

Kind D. A Bv∷

Milton Mink, Manager

STATE OF \_\_\_\_\_\_ COUNTY OF \_\_\_\_\_

STP:349948:1

#### EXHIBIT "A"

#### PARCEL A:

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# ATTACHMENT C

Gerald D. Ross, C.P.A., P.C.

CERTIFIED PUBLIC ACCOUNTANT 84 SOUTH MAIN STREET FAIRPORT, NEW YORK 14450 (585) 223-1880 • FAX (585) 223-1935

Crystal Lake Club Utilities 533 E. Crystal Lake Drive Avon Park, FL 33825

We have audited the accompanying balance sheet of Mink Associates II LLC d/b/a Crystal Lake Club Utilities as of December 31, 2003. Our responsibility is to express an opinion on this balance sheet based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we perform the audit to obtain reasonable assurance about whether this balance sheet is free from material misstatements. An audit includes examining evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used by management. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the balance sheet presents fairly, in all material respects, the financial position of Mink Associates II LLC d/b/a Crystal Lake Club Utilities as of the four months ended December 31, 2003.

We have reviewed the related statements of income and expense for the four months ended December 31, 2003, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Mink Associates II LLC d/b/a Crystal Lake Club Utilities.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express an opinion.

Based on my review, I am not aware of any material modifications that should be made to these accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

group & Ross CPA

Gerald D. Ross, CPA

September 2, 2004

#### Crystal Lake Club Utility Balance Sheet December 31, 2003

## ASSETS

Current Assets		
Cash - M & T	\$ 35,151.07	
Water & Sewer Receivable	509.38	
Receivable - Cable, Stg, Tax	2,915.72	
Total Current Assets		38,576.17
Property and Equipment	 	
Total Property and Equipment		0.00
Other Assets		
Utility Deposits	3,885.00	
Total Other Assets		3,885.00
Total Assets	\$	42,461.17

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LIABILITIES AND CAPITAL

Current Liabilities Cable & Storage Due CLC MHP Loan Payable - CLC MHP Payable-CLC MHP Meter Reading	\$ 15,597.02 30,737.60 3,630.00	
Total Current Liabilities		49,964.62
Long-Term Liabilities	 	
Total Long-Term Liabilities		0.00
Total Liabilities		49,964.62
Capital Net Income	 (7,503.45)	
Total Capital		(7,503.45)
Total Liabilities & Capital	\$	42,461.17

Gerald D. Ross

## Crystal Lake Club Utility Income Statement For the Twelve Months Ending December 31, 2003

D	Current Month			Year to Date	
Revenues Water & Sewer Income	\$ 11,788.26	100.00	\$	29,947.30	100.00
Total Revenues	11,788.26	100.00		29,947.30	100.00
Cost of Sales					
Purchase of Water	239.74	2.03		719.22	2.40
Chemical Expense	245.00	2.08		812.00	2.71
O/S Service - Plant Treatment	3,750.55	31.82		6,600.62	22.04
Resident Write-Offs	31.68	0.27		31.68	0.11
Total Cost of Sales	4,266.97	36.20		8,163.52	27.26
Gross Profit	7,521.29	63.80		21,783.78	72.74
Expenses					
Management Fee	419.65	3.56		419.65	1.40
Office Expense	0.00	0.00		3,996.95	13.35
Supplies - Maintenance	0.00	0.00		539.28	1.80
Utilities - Electric	3,759.60	31.89		6,701.35	22.38
Meter Reading Expense	3,630.00	30.79		3,630.00	12.12
5% Expense Allocation	14,000.00	118.76	-	14,000.00	46.75
Total Expenses	21,809.25	185.01		29,287.23	97.80
Net Income	\$ (14,287.96)	(121.20)	\$	(7,503.45)	(25.06)

Gerald D. Ross

# ATTACHMENT D

# WATER TARIFF

# MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

A.

**ORIGINAL SHEET NO. 1.0** 

WATER TARIFF

MINK ASSOCIATES II. LLC d/b/a CRYSTAL LAKE CLUB UTILITIES NAME OF COMPANY

### 533 EAST CRYSTAL LAKE DRIVE

AVON PARK, FLORIDA 33825 (ADDRESS OF COMPANY LOCATION)

(863) 385-7727 OR (863) 443-2509 (Business & Emergency Telephone Numbers)

**FILED WITH** 

FLORIDA PUBLIC SERVICE COMMISSION

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFE

## TABLE OF CONTENTS

Sheet N	umber	
Communities Served Listing	4.0	
Description of Territory Served		
Index of		
Rates and Charges Schedule	11.0	
Rules and Regulations	6.0-6.1	
Service Availability Policy	23.0	
Standard Forms	8.0	
Technical Terms and Abbreviations		
Territory Authority		

GERALD D. ROSS MANAGER

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# MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

# FIRST REVISED SHEET NO. 3.0 CANCELS ORIGINAL SHEET NO. 3.0

# WATER TARIFF

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# **TERRITORY AUTHORITY**

# CERTIFICATE NUMBER - 525-W

**COUNTY** - Highlands

# COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
22300 23974 PSC-01-0428-PAA-WS PSC-02- 1 027-FOF-W		891011-WU 900527-WS 991889-WS 020101-WS	Original Certificate Transfer Certificate Transfer Certificate Transfer Majority Organizational Control

(Continued to Sheet No. 3.1)

GERALD D. ROSS MANAGER 1

## NAME OF COMPANY MINK ASSOCIATES II. LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

(Continued from Sheet No. 3.0)

#### DESCRIPTION OF TERRITORY SERVED

In Section 2, Township 34 South, Range 28 East

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All that part of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 34 South, Range 28 East, lying West of the A.C.L. Railroad right-of-way together with that part of lots 9 to 14 inclusive, of WARREN AND MONDAY'S SUBDIVISION as recorded in P.B. 1, Page 10, Highlands County, Florida, lying within the following described boundary.

Commence at the Southeast corner of Section 2, Township 34 South, Range 28 East; run thence North 1° 08' 50" West along the line between Section 1 and 2 for 242.14 feet for a point of beginning, thence North 89° 48' 08" West, 2042.29 feet; thence North 1° 16' 18" West in and parallel with the West line of said Southeast 1/4 for 2352.93 feet to intersect the North line of said Southeast 1/4 (being also the South line of said WARREN AND MONDAY SUBDIVISION): thence run North 20° 20' 23" West 899.56 feet to a point herein designated point "A" which is the Westerly end of a control line along Lake Denton: thence continue North 20° 20' 23" West 30 feet, more or less, to the shore of Lake Denton, thence Easterly along the meanders of Lake Denton, 370 feet, more or less to intersect the North line of lot 9 of WARREN AND MONDAY SUBDIVISION; thence North 88° 38' 32" East, 50.0 feet, more or less along said North line to a point of the aforesaid control line which bears North 68° 29' 12" East, 417.65 feet from said point "A", thence continue North 88° 38' 32" East along said North line of Lot 9, 626.48 feet to intersect the East line of Southwest 1/4 of Northeast 1/4, thence North 1° 12' 34" West, 331.46 feet to the Northwest corner of Southeast 1/4 of Northeast 1/4, thence North 88° 38' 48" East along North line of Southeast 1/4 of Northeast 1/4, 220.95 feet to the Westerly R/W line of the A.C.L. Railroad R/W, thence South 18° 16' 58" East along said Westerly R/W, 3746.87 feet to the East line of Section 2; thence South 1° 08' 50" East, along the section line 149.60 feet to the point of beginning. Lying in Section 2, Township 34 South, Range 28 East, Highlands County, Florida. Also a 50 foot easement whose centerline is described as beginning at a point 437.82 feet North and 2051.50 feet West of the Southeast corner of Section 2, Township 34 South, Range 28 East. Highlands County, Florida, run North 89° 48' 08" West, 1548.40 feet, to the beginning of a 100 foot easement, thence continue North 89° 48' 08" West, 300.0 feet to a point in the East right-of-way boundary of SR-17A.

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFF

# COMMUNITIES SERVED LISTING

County <u>Name</u>	Development <u>Name</u>	Rate Schedule(s) <u>Available</u>	<u>Sheet No</u> .
Highlands	Crystal Lake Mobile Home Park	GS, RS	12.0,13.0

### NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

#### TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "<u>BFC</u>" The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "<u>CERTIFICATE</u>" A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "<u>COMMISSION</u>" The shortened name for the Florida Public Service Commission.
- 4.0 "<u>COMMUNITIES SERVED</u>" The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "<u>COMPANY</u>" The shortened name for the full name of the utility which is <u>MINK ASSOCIATES II.</u> <u>LLC d/b/a CRYSTAL LAKE CLUB UTILITIES</u>.
- 6.0 "<u>CUSTOMER</u>" Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "<u>CUSTOMER'S INSTALLATION</u>" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "<u>MAIN</u>" A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "<u>RATE</u>" Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "<u>RATE SCHEDULE</u>" The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "<u>SERVICE</u>" As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "<u>SERVICE CONNECTION</u>" The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "<u>SERVICE LINES</u>" The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "<u>TERRITORY</u>" The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

GERALD D. ROSS MANAGE

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

WATER TARIFF

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## INDEX OF RULES AND REGULATIONS

	Sheet <u>Number:</u>	Rule <u>Number</u> :
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0
(Operation and the Charact No. 6 1)		

(Continued to Sheet No. 6.1)

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFF

# (Continued from Sheet No. 6.0)

(Cominded nom oneet not o.o)	Sheet <u>Number:</u>	Rule <u>Number</u> :
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections Water	10.0	19.0

#### NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

#### RULES AND REGULATIONS

1.0 <u>GENERAL INFORMATION</u> - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

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

- 2.0 <u>POLICY DISPUTE</u> Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS\_BY\_AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

#### ORIGINAL SHEET NO. 8.0

#### NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

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(Continued from Sheet No.'7.0)

9.0 <u>CONTINUITY OF SERVICE</u> - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

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

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10.0 <u>LIMITATION OF USE</u> - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.
- 12.0 <u>PROTECTION OF COMPANY'S PROPERTY</u> The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

## NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 <u>ACCESS TO</u> PREMISES In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 <u>RIGHT-OF-WAY OR EASEMENTS</u> The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 16.0 <u>CUSTOMER BILLING</u> Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

#### NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

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(Continued from Sheet No. 9.0)

18.0 <u>PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY</u> - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.

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- 19.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 <u>METERS</u> All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 <u>ALL WATER THROUGH METER</u> That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 <u>ADJUSTMENT OF BILLS</u> When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 <u>FILING OF CONTRACTS</u> Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFF

# INDEX OF RATES AND CHARGES SCHEDULES

	Sheet Number
Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

GERALD D. ROSS MANAGER

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# **ORIGINAL SHEET NO. 12.0**

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFF

### **GENERAL SERVICE**

#### RATE SCHEDULE GS

AVAILABILITY Available throughout the area served by the Company.

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<u>APPLICABILITY</u> For water service to all Customers for which no other schedule applies.

<u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

Monthly	
Meter Sizes:	Base Facility Charge
5/8" x 3/4"	\$2 78
3/4"	4.16
1"	6.94
11⁄2"	1387
2"	22.19
3"	44.40
4"	6937
<b>6"</b>	138.76
	<u>Meter Sizes:</u> 5/8" x 3/4" 3/4" 1" 1½" 2" 3" 4"

Gallonage Charge per 1,000 gallons \$1.29

- MINIMUM CHARGE Base Facility Charge (BFC)
- <u>TERMS OF PAYMENT</u> Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- BASE FACILITY CHARGE Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.

EFFECTIVE DATE -	March 30, 2001
TYPE OF FILING -	Transfer

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

#### **RESIDENTIAL SERVICE**

#### RATE SCHEDULE RS

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

RATE	Meter Sizes:	<b>Base Facility Charge</b>
	5/ <b>8</b> " × 3/4"	\$2.78
	3/4"	4.16
	1"	6.94
	1 1⁄2"	13.87
	2"	22.19
	3"	44.40
	4"	69.37
	6"	138.76

Gallonage Charge per 1,000 gallons \$1.29

MINIMUM CHARGE - Base Facility Charge (BFC)

TERMS OF PAYMENT -

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

<u>BASE FACILITY CHARGE</u> - Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.

EFFECTIVE DATE	March 30, 2001
TYPE OF FILING	Transfer

## NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

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#### **CUSTOMER DEPOSITS**

<u>ESTABLISHMENT OF CREDIT</u> - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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

		<b>Residential</b>	<u>General Service</u>
5/8" x 3/4"	,	<u>N/A</u>	<u>N/A</u>
1"		<u>N/A</u>	<u>N/A</u>
1 1/2"	+	<u>N/A</u>	<u>N/A</u>
Over 2"		Actual	Actual

<u>ADDITIONAL DEPOSIT</u> - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of <u>N/A</u> each year.

<u>REFUND OF DEPOSIT</u> - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE - March 30, 2001

<u>TYPE OF FILING</u> - Transfer

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## NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

WATER TARIFF

#### METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

March 30, 2001

TYPE OF FILING -

Transfer

**ORIGINAL SHEET NO. 16.0** 

#### NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

### MISCELLANEOUS SERVICE CHARGES

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

<u>INITIAL CONNECTION</u> - This charge may be levied for service initiation at a location where service did not exist previously.

<u>NORMAL RECONNECTION</u> - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

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

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

#### Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE - March 30, 2001

TYPE OF FILING - Transfer

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

#### SERVICE AVAILABILITY FEES AND CHARGES

Description       Amount       Sheet No./Rule No.         Back-Flow Preventor Installation Fee       \$       \$         5/8" x 3/4"       \$       \$         1"       \$       \$       \$         1"/"		Refer to Service Availability Policy
Back-Flow Preventor Installation Fee         5/8" x 3/4"         1"         1/2"         2"         2"         Customer Connection (Tap-in) Charge         5/8" x 3/4" metered service         2" metered service         2" metered service         2" metered service         2" metered service         3"         Customer Connection Of Service Availability Charges:         Residential-per ERC/month (GPD)         \$ All others-per gallon/month         Inspection Fee         Residential-per ERC (GPD)         \$ All others-per gallon         or         or         or         Silon Charge         Residential-per IRC (GPD)         \$ All others-per gallon         or         Silon Charge         \$ Silon 000         1"         11/2"         \$ Silon 000         1"         Silon 000	Description	
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	Residential-per ERC (GPD)	\$375.00
Actual Cost is equal to the total cost incurred for services rendered.	All others-per gallon	
	Actual Cost is equal to the total cost incurred for services re	endered.

EFFECTIVE DATEMarch 30, 2001TYPE OF FILINGTransfer

NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFF

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APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

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# NAME OF COMPANY <u>MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES</u> WATER TARIFF

# CUSTOMER'S GUARANTEE DEPOSIT RECEIPT



NO DEPOSIT CHARGED

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFF

# **APPLICATION FOR WATER SERVICE**

#### LEASE AGREEMENT

This LEASE is made and entered into this\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_\_, Florida, by and between CRYSTAL LAKE MOBILE HOME PARK, herein called the Community, and \_\_\_\_\_\_, herein called the owner-tenant.

WITNESSETH, that in consideration of the covenants herein contained on the part of the said owner-tenant to be kept and performed, the Community does hereby lease to the said owner-tenant the following-described property:

Street and Lot No.

TO HAVE AND TO HOLD the same from the \_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, until the 31st day of December, 20\_\_\_\_\_ the said owner-tenant paying therefore the initial monthly rental as set out above from the beginning of this lease until the 31st day of December, 20\_\_\_\_. Annual monthly rental increases for the calendar years 20\_\_\_\_ and subsequent years will be based on no less than \$5.00, nor more than the increases in the Consumer Price Index (defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, 1967 equals 100) ("CPI'). Base rent will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a state or local government above the percentage increase in the CPI. Such increase above the CPI increase will be charged prorata among all lots to the residents in the January 1st billing. Lease renewals and increases will become effective the first day of January of each year thereafter and will be part of the lease agreement for that year.

Rental payments are due on or before the 1st day of each, month for that month, at the place designated by the Community.

The owner-tenant further covenants and agrees to the following.

1. To make no unlawful, improper, or offensive use of the property.

Rev. 2/95

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(Continued to Sheet No. 20.1)

#### **ORIGINAL SHEET NO. 20.1**

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFF

#### (Continued from Sheet No. 20.0)

- 2. To comply with the rules and regulations of the park. A copy of said rules and regulations has been furnished to the owner-tenant.
- 3. That the lease is governed by Chapter 723 (Florida Mobile Home Act) Florida Statutes, the provisions of which are incorporated herein by reference.
- 4. Actions by the owner-tenant which constitute grounds for evictions under Section 723.061, Florida Statutes, shall be a violation of this lease. Failure of the community to evict a tenant for the violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for hi this lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds or the violation of any other grounds, a breach of this lease by the owner-tenant so long as permitted by Chapter 723, Florida Statutes.
- 5. As provided in the rules and regulations, rules and regulations my be modified, eliminated or additional rules and regulations adopted by the Community upon giving the owner-tenant notice thereof as required by law and said rules and regulations in accordance with Chapter 723, Florida Statutes.
- 6. This lease and the privileges contained herein are not assignable, and said lease is only valid as long as those executing this lease reside upon die premises set forth in this lease, and arc in full conformance of all provisions of this lease and Park Rules and Regulations, except that a new home owner may assume in writing the balance of the annual lease through December31 of the year of purchase in accordance with Chapter 723, Florida Statutes. A new home owner may rely on the Prospectus as delivered to the owner-tenant.
- 7. Owner-tenant expressly understands and agrees that, upon execution of this lease~ all prior leases, rental agreements, negotiations and other agreements between the parties regarding the lot leased are hereby terminated, void, and of no legal force and effect,

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8. Other financial obligations of the owner-tenant, not including any user fees, are as follows:

(Continued to Sheet No. 20.2)

Fees or Charges

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

## WATER TARIFF

#### (Continued from Sheet No, 20.1)

Yard Maintenance (not charged unless owner fails to maintain yard)	\$
Water and Sewage	\$ Normal (up to 5,000 gal.) \$ Excess (over 5,000 gal.)
Late Check Charge	\$
Bad Check Charge	\$
Extra Resident Fee	\$

The fees will be charged and increased as set out in Section VIII (F) and (G) of the Prospectus.

- 9. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.
- Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that owner-tenant was offered the foregoing Lease prior to occupancy.

We have read and understand this lease agreement and agree to the terms set out herein. Witness our hands and seals as of the date set out above,

Owner-Tenant

**Owner-Tenant** 

Community

Representative

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# NAME OF COMPANY <u>MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES</u> WATER TARIFF

# APPLICATION FOR METER INSTALLATION

N/A

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WATER TARIFF

#### COPY OF CUSTOMER'S BILL

PAT TOWLE
2837 S COUNTRY CLUB DR
AVON PARK, FL 33825-

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Account Number	206
Bill Due Date	09/20/2004
Service Period	07/02/2004 to 08/03/2004
Service Days	32

<b>Billing</b> Date	Service Address	Service	Previous Reading	Current Reading	Usage	Charge
09/01/2004	1837 S COUNTRY CLUB	Water Base Water	2064000	2077000	13000	2.78 16.77
		Sewer Base Sewer Cable HBO		-		3.63 8.52 20.00
		Storage Total Tax Advalorem Miscellaneous			2000 <b>- 1</b> 2000 - 1	3.71
		Previous Balance			4	-55.41

	TOTAL DUE	0.00	
Please detach bottom portion and return wit	h payment		

# Service Address: 2837 S COUNTRY

Account #	206
Due Date	09/20/2004
Total Due	0.00

GERALD D. ROSS MANAGER

Make Check payable to:

Crystal Lake Club 533 E. Crystal Lake Dr. Avon Park, FL 33825

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFF

# INDEX OF SERVICE AVAILABILITY

## Description

## Sheet Number

Schedule of Fees and Charges	Go to Sheet No. 17.0
Service Availability Policy	
Table of Daily Flows	

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## NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WATER TARIFF

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### SERVICE AVAILABILITY POLICY

The utility provides service to the Crystal Lake Community Mobile Home Park. The utility is responsible for the cost and installation of the distribution system. To connect to the system the utility charges \$375.00 system capacity charge per mobile home. This is a one time charge applicable to the initial customer at each location.

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Each new customer, however, who connects to the system also shall be subject to a meter installation fee of \$100.00.

**Estimated Daily Flows** 

of Water

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WATER TARIFF

# TABLE OF DAILY FLOWS

## Types of Building Usages

Apartments
Bars and Cocktail Lounges
Boarding School (Students and Staff)
Bowling Alleys (toilets wastes only, per lane)
Country Clubs, per member
Day Schools (Students and Staff)
Drive-in Theaters (per car space)
Factories, with showers
Factories, with no showers
Hospitals, with laundry
Hospitals, no laundry
Hotels and Motels
Laundromat
Mobile Home Parks
Movie Theatres, Auditoriums, Churches (per seat)
Nursing Homes
Office Buildings
Public Institutions (other than those listed herein)
Restaurants (per seat)
Single Family Residential
Townhouse Residence
Stadiums, Frontons, Ball Parks, etc. (per seat)
Stores, without kitchen wastes
Speculative Buildings
Warehouses

[1]	gpd – gallons per day
[2]	gpcd – gallons per capita per day

250 gpd [1] 5 gpcd [2] 75 gpcd 100 gpcd 25 gpcd 10 gpcd 5 gpd 30 gpcd 10 gpd/100 sq. ft. 250 gpd/bed 200 gpd/bed 200 gpd/room and unit 225 gpd/washing machine 300 gpd/trailer 3 gpd 150 gpd/100 sq. ft. 10 gpd/100 sq. ft. 75 gpcd 50 gpcd 350 gpd 250 gpd 3 gpd 5 gpd/100 sq. ft. 10 gpd/100 sq. ft. 30 gpd plus 10 gpd/ 1000 sq. ft.

# WASTEWATER TARIFF

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# MINK ASSOCIATES II. LLC d/b/a CRYSTAL LAKE CLUB UTILITIES NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

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**ORIGINAL SHEET NO. 1.0** 

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## WASTEWATER TARIFF

## MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES NAME OF COMPANY

#### 533 EAST CRYSTAL LAKE DRIVE

# AVON PARK, FLORIDA 33825 (ADDRESS OF COMPANY LOCATION)

(863) 385-7727 OR (863) 443-2509 (Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

I.

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

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# WASTEWATER TARIFF

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Standard Forms	17.0
Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

Gerald D. Ross Manager

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WASTEWATER TARIFF

# TERRITORY AUTHORITY

# CERTIFICATE NUMBER 454-S

# COUNTY Highlands

# COMMISSION ORDER(s) APPROVING TERRITORY SERVED

<u>Order Number</u>	Date Issued	Docket Number	Filing Type
21515 23974 PSC-01-0428-PAA-WS PSC-02-1027-FOF-WS	07/07/89 01/09/91 02/22/01 07/29/02	881002-SU 900527-WS 9918 89-WS 020101-WS	Original Certificate Transfer Certificate Transfer Certificate Transfer Majority Organizational Control

(Continued to Sheet No. 3.1)

#### WASTEWATER TARIFF'

(Continued from Sheet No. 3.0)

## DESCRIPTION OF TERRITORY SERVED

In Section 2, Township 34 South, Range 28 East

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All that part of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 34 South, Range 28 East, lying West of the A.C.L. Railroad right-of-way together with that part of lots 9 to 14 inclusive, of WARREN AND MONDAY'S SUBDIVISION as recorded in P.B. 1, Page 10, Highlands County, Florida, lying within the following described boundary.

Commence at the Southeast corner of Section 2, Township 34 South, Range 28 East; run thence North 1° 08' 50" West along the line between Section 1 and 2 for 242.14 feet for a point of beginning, thence North 89° 48' 08" West, 2042.29 feet; thence North 1° 16' 18" West in and parallel with the West line of said Southeast 1/4 for 2352.93 feet to intersect the North line of said Southeast 1/4 (being also the South line of said WARREN AND MONDAY SUBDIVISION); thence run North 20° 20' 23" West 899.56 feet to a point herein designated point "A" which is the Westerly end of a control line along Lake Denton; thence continue North 20° 20' 23" West 30 feet, more or less, to the shore of Lake Denton, thence Easterly along the meanders of Lake Denton, 370 feet, more or less to intersect the North line of lot 9 of WARREN AND MONDAY SUBDIVISION; thence North 88° 38' 32" East, 50.0 feet, more or less along said North line to a point of the aforesaid control line which bears North 68° 29' 12" East, 417.65 feet from said point "A", thence continue North 88° 38' 32" East along said North line of Lot 9, 626.48 feet to intersect the East line of Southwest 1/4 of Northeast 1/4, thence North 1° 12' 34" West, 331.46 feet to the Northwest corner of Southeast 1/4 of Northeast 1/4, thence North 88° 38' 48" East along North line of Southeast 1/4 of Northeast 1/4, 220.95 feet to the Westerly R/W line of the A.C.L. Railroad R/W, thence South 18° 16' 58" East along said Westerly R/W, 3746.87 feet to the East line of Section 2; thence South 1° 08' 50" East, along the section line 149.60 feet to the point of beginning. Lying in Section 2, Township 34 South, Range 28 East, Highlands County, Florida. Also a 50 foot easement whose centerline is described as beginning at a point 437.82 feet North and 2051.50 feet West of the Southeast corner of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, run North 89° 48' 08" West, 1548.40 feet, to the beginning of a 100 foot easement, thence continue North 89° 48' 08" West, 300.0 feet to a point in the East right-of-way boundary of SR-17A.

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WASTEWATER TARIFF

# COMMUNITIES SERVED LISTING

County <u>Name</u> Development <u>Name</u>

Schedule(s) <u>Available</u> RS, GS

Rate

Sheet No.

Highlands

Crystal Lake Mobile Home Park

> Gerald D. Ross Manager

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#### WASTEWATER TARIFF

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#### TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "<u>BFC</u>" The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "<u>CERTIFICATE</u>" A document issued by the Commission authorizing the Company to provide wastewater service in *a* specific territory.
- 3.0 "<u>COMMISSION</u>" The shortened name for the Florida Public Service Commission.
- 4.0 "<u>COMMUNITIES SERVED</u>" The group of Customers who receive wastewater service from the Company and whose service location is within *a* specific area or locality that is uniquely separate from another.
- 5.0 "<u>COMPANY</u>" The shortened name for the full name of the utility which is <u>MINK ASSOCIATES II, LLC d/b/a</u> <u>CRYSTAL LAKE CLUB UTILITIES</u>.
- 6.0 "<u>CUSTOMER</u>" Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "<u>CUSTOMER'S INSTALLATION</u>" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "<u>MAIN</u>" A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "<u>RATE</u>" Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "<u>RATE SCHEDULE</u>" The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "<u>SERVICE</u>" As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

#### **ORIGINAL SHEET NO. 5.1**

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "<u>SERVICE CONNECTION</u>" The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "<u>SERVICE LINES</u>" The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "<u>TERRITORY</u>" The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Gerald D. Ross Manager

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WASTEWATER TARIFF ...

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# INDEX OF RULES AND REGULATIONS

·	Sheet <u>Number:</u>	Rule <u>Number</u> :
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Policy Dispute	7.0	2.0
Protection of Company's Property	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0
(Continued to Sheet No. 6.1)		

# ORIGINAL SHEET NO. 6.1

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

# WASTEWATER TARIFF

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(Continued from Sheet No. 6.0)

	Sheet Number:	Ŕule <u>Number</u> :
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections Wastewater	10.0	19.0

WASTEWATER TARIFF

#### **RULES AND REGULATIONS**

1.0 <u>GENERAL INFORMATION</u> - These Rules and Regulations are *a* part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

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

- 2.0 <u>POLICY DISPUTE</u> Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, *a* signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

#### NAME OF COMPANY CWS COMMUNITIESLP d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

8.0 <u>CONTINUITY OF SERVICE</u> - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

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

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

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

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#### NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 <u>PROTECTION OF COMPANY'S PROPERTY</u> The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 <u>RIGHT-OF-WAY OR EASEMENTS</u> The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 <u>CUSTOMER BILLING</u> Bills for wastewater service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

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

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

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

16.0 <u>PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY</u> - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

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#### NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 <u>TERMINATION OF SERVICE</u> When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 <u>ADJUSTMENT OF BILLS</u> When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 <u>FILING OF CONTRACTS</u> Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 <u>EVIDENCE OF CONSUMPTION</u> The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

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NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WASTEWATER TARIFF

# INDEX OF RATES AND CHARGES SCHEDULES

·	Sheet Number
Customer Deposits	14.0
General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

# NAME OF COMPANY <u>MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES</u> WASTEWATER TARIFF

## **GENERAL SERVICE**

## RATE SCHEDULE GS

<u>AVAILABILITY</u> - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For wastewater service to all Customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -	Meter Sizes:	Base Facility Charge
<u></u>	5/8x3/4"	\$3.63
	3/4"	5.44
	1"	9.06
	1 ½"	18.11
	2"	28.99
	3"	57.96
	4"	90.57
	6"	181.13

Gallonage Charge per 1,000 gallons \$1.71

MINIMUM CHARGE - Base Facility Charge (BFC)

TERMS OF PAYMENT -

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

- BASE FACILITY CHARGE Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.
- EFFECTIVE DATE March 30, 2001

TYPE OF FILING - Transfer

#### WASTEWATER TARIFF

#### **RESIDENTIAL SERVICE**

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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<u>APPLICABILITY</u> - For wastewater service for all purposes in private residences and individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

#### BILLING PERIOD - Monthly

RATE -	<u>Meter Sizes:</u> 5/8"x3/4" 3/4"	<u>Base Facility Charge</u> \$3.63 5.44
	1"	9.06
	1 ½"	18.11
	2"	28.99
	3"	57.96
	4"	90.58
	6"	181.15

Gallonage Charge per 1,000 gallons \$1.42 (Maximum charge of 6,000 gallons)

MINIMUM CHARGE - Base Facility Charge (BFC)

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

BASE FACILITY CHARGE - Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.

EFFECTIVE DATE -	March 30, 2001
TYPE OF FILING -	Transfer

#### WASTEWATER TARIFF

#### CUSTOMER DEPOSITS

<u>ESTABLISHMENT</u> OF <u>CREDIT</u> - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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

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

<u>ADDITIONAL DEPOSIT</u> - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of \_\_\_\_\_ each year.

<u>REFUND OF DEPOSIT</u> - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE - March 30, 2001

TYPE OF FILING - Transfer

#### WASTEWATER TARIFF,

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#### MISCELLANEOUS SERVICE CHARGES

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

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

<u>NORMAL RECONNECTION</u> - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

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

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

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

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

EFFECTIVE DATE - March 30, 2001

TYPE OF FILING - Transfer

## WASTEWATER TARIFF

## SERVICE AVAILABILITY FEES AND CHARGES

DESCRIPTION	REFER TO SERVICE AVAILABILITY POLICY AMOUNT SHEET NO./RULE NO.
Customer Connection (Tap-in) Charge 5/8" x 3/4" metered service 1" metered service	\$ \$ \$ \$ <b>\$</b> \$
Guaranteed Revenue Charge With Prepayment of Service Availability Charges: Residential-per ERC/month (_)GPD All others-per gallon/month Without Prepayment of Service Availability Charges: Residential-per ERC/month (_)GPD All others-per gallon/month	\$ \$ \$ \$
Inspection Fee	\$ <sup>1</sup>
<u>Main Extension Charge</u> Residential-per ERC (GPD) All others-per gallon <b>or</b> Residential-per lot (_foot frontage)	\$ \$
All others-per front foot	\$
<u>Plan Review Charge</u>	\$ <sup>1</sup>
<u>Plant Capacity Charge</u> Residential-per ERC (GPD) All others-per gallon	\$ \$
<u>System Capacity Charae</u> Residential-per ERC (_GPD) All others-per gallon	\$700.00 \$
<sup>1</sup> Actual Cost is equal to the total cost incurred for services rendered.	
EFFECTIVE DATE - March 30, 2001	

# EFFECTIVE DATE - March 30, 2001

TYPE OF FILING - Transfer

NAME OF COMPANY MINK ASSOCIATES II. LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WASTEWATER TARIFF

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# INDEX OF STANDARD FORMS

	Sheet No.
APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL,	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

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# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WASTEWATER TARIFF

# CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

## NO DEPOSIT CHARGED

Gerald D. Ross Manager

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# NAME OF COMPANY <u>MINK ASSOCIATES II. LLC d/b/a CRYSTAL LAKE CLUB UTILITIES</u> WASTEWATER TARIFF

# APPLICATION FOR WASTEWATER SERVICE

#### LEASE AGREEMENT

This LEASE is made and entered into this \_\_day of \_\_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_\_, Florida, by and between CRYSTAL LAKE MOBILE HOME PARK, herein called the Community, and , herein called the owner-tenant.

WITNESSETH, that in consideration of the covenants herein contained on the part of the said owner-tenant to be kept and performed, the Community does hereby lease to the said owner-tenant the following-described property:

Street and Lot No.

TO HAVE AND TO HOLD the same from the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_, until the 31st day of December, 20\_\_\_\_\_ the said owner-tenant paying therefore the initial monthly rental as set out above from the beginning of this lease until the 31st day of December, 20\_\_\_\_. Annual monthly rental increases for the calendar years 20\_\_\_\_ and subsequent years will be based on no less than \$5.00, nor more than the increases in the Consumer Price Index (defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, 1967 equals 100) ("CPI'). Base rent will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a state or local government above the percentage increase in the CPI. Such increase above the CPI increase will be charged prorata among all lots to the residents in the January 1st billing. Lease renewals and increases will become effective the first day of January of each year thereafter and will be part of the lease agreement for that year.

Rental payments are due on or before the 1st day of each, month for that month, at the place designated by the Community.

The owner-tenant further covenants and agrees to the following.

1. To make no unlawful, improper, or offensive use of the property.

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Rev. 2/95

(Continued to Sheet No. 19.1)

# **ORIGINAL SHEET NO. 19.1**

# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES WASTEWATER TARIFF

#### (Continued from Sheet No. 19.0)

- 14

- 2. To comply with the rules and regulations of the park. A copy of said rules and regulations has been furnished to the ownertenant.
- 3. That the lease is governed by Chapter 723 (Florida Mobile Home Act) Florida Statutes, the provisions of which are incorporated herein by reference.
- 4. Actions by the owner-tenant which constitute grounds for evictions under Section 723.061, Florida Statutes, shall be a violation of this lease. Failure of the community to evict a tenant for the violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for hi this lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds or the violation of any other grounds, a breach of this lease by the owner-tenant so long as permitted by Chapter 723, Florida Statutes.
- 5. As provided in the rules and regulations, rules and regulations my be modified, eliminated or additional rules and regulations adopted by the Community upon giving the owner-tenant notice thereof as required by law and said rules and regulations in accordance with Chapter 723, Florida Statutes.
- 6. This lease and the privileges contained herein are not assignable, and said lease is only valid as long as those executing this lease reside upon die premises set forth in this lease, and arc in full conformance of all provisions of this lease and Park Rules and Regulations, except that a new home owner may assume in writing the balance of the annual lease through December31 of the year of purchase in accordance with Chapter 723, Florida Statutes. A new home owner may rely on the Prospectus as delivered to the owner-tenant.
- Owner-tenant expressly understands and agrees that, upon execution of this lease~ all prior leases, rental agreements, negotiations and other agreements between the parties regarding the lot leased are hereby terminated, void, and of no legal force and effect,
- 8. Other financial obligations of the owner-tenant, not including any user fees, are as follows:

(Continued to Sheet No. 19.2)

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## WASTEWATER TARIFF

(Continued from Sheet No. 19.1)

Fees or Charges

Yard Maintenance (not charged unless owner fails to maintain yard)	\$
Water and Sewage	\$ Normal (up to 5,000 gal.) \$ Excess (over 5,000 gal.)
Late Check Charge	\$
Bad Check Charge	\$
Extra Resident Fee	\$

The fees will be charged and increased as set out in Section VIII (F) and (G) of the Prospectus.

- 9. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.
- 10. Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that owner-tenant was offered the foregoing Lease prior to occupancy.

We have read and understand this lease agreement and agree to the terms set out herein.

Witness our hands and seals as of the date set out above,

Owner-Tenant

Owner-Tenant

Community Representative

#### WASTEWATER TARIFF

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#### COPY OF CUSTOMERS BILL

Account Number	206
Bill Due Date	09/20/2004
Service Period	07/02/2004 to 08/03/2004
Service Days	<b>32</b> ·

PAT TOWLE 2837 S COUNTRY CLUB DR AVON PARK, FL 33825-

Billing Date	Service Address	Service	Previous Reading	Current Reading	Usage	Charge
	2837 S COUNTRY CLUB	Water Base Water Sewer Base Sewer Cable HBO Storage Total Tax Advalorem Miscellaneous Previous Balance	2064000	2077000	13000	2.78 16.77 3.63 8.52 20.00 3.71 -55.41

		TOTAL DUE	0.00

Please detach bottom portion and return with payment

#### Service Address: 2837 S COUNTRY

Account #	206
Due Date	09/20/2004
Total Due	0.00

Gerald D. Ross Manager

Make Check payable to: Crystal Lake Club 533 E. Crystal Lake Dr. Avon Park, FL 33825

# WASTEWATER TARIFF

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# INDEX OF SERVICE AVAILABILITY POLICY

Schedule of Fees and Charges Service Availability Policy Table of Daily Flows			ı	<u>Sheet Number</u> Go to Sheet No. 16.0 22.0 23.0		
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			1			

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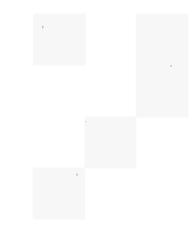
# NAME OF COMPANY MINK ASSOCIATES II, LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WASTEWATER TARIFF

4

#### SERVICE AVAILABILITY POLICY

The utility provides service to the Crystal Lake Community Mobile Home Park. The utility is responsible for the cost and installation of the collection system. To connect to the system the utility charges a \$700 system capacity charge per mobile home. This is a one time charge applicable to the initial customer at each location.



**ORIGINAL SHEET NO. 23.0** 

# NAME OF COMPANY MINK ASSOCIATES II. LLC d/b/a CRYSTAL LAKE CLUB UTILITIES

#### WASTEWATER TARIFF

#### TABLE OF DAILY FLOWS

#### Types of Building Usages

.

Estimated Daily Flows

Apartments	gpd gpd/100 sq. ft. gpd/100 sq. ft. 40 gpcd gpcd	
Office Buildings Public Institutions (other than those listed herein)	gpd/100 sq. ft. 40 gpcd gpcd gpd gpd gpd gpd/100 sq. ft.	

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

# ATTACHMENT E

## FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

525 - W

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

CWS COMMUNITIES LP d/b/a CRYSTAL LAKE CLUB

Whose principal address is:

533 East Crystal Lake Drive Avon Park, FL 33825 (Highlands County)

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

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

ORDER 22300 ORDER ORDER ORDER ORDER ORDER ORDER

23974 ORDER PSC-01-0428-PAA-WS PSC-02-1027-FOF-WS

DOCKET 891011-WU 900527-WS DOCKET 991889-WS DOCKET 020101-WS DOCKET DOCKET DOCKET DOCKET DOCKET

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION

Commission Clerk and Administrati 🚾 Services Director

## FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

454 - S

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

CWS COMMUNITIES LP d/b/a CRYSTAL LAKE CLUB

Whose principal address is:

533 East Crystal Lake Drive Avon Park, FL 33825 (Highlands County)

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

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

ORDER 21515 ORDER 23974 ORDER PSC-01-0428-PAA-WS ORDER PSC-02-1027-FOF-WS ORDER ORDER DOCKET 881002-SU DOCKET 900527-WS DOCKET 991889-WS DOCKET 020101-WS DOCKET

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION

Commission Clerk and Administrative Services Director