

GIS Tracking Sheet

Case No.: **ADD2009-00049**

Intake Date: 6-11-09

Project Name: Sun 'n Fun MHPD

STRAP Number(s): 02-44-25-08-0000B.00CE

Planner Name: Lisa Hines

Ext. 38777

FILE ON PLANNER'S DESK

LEGAL DESCRIPTION VERIFICATION and INITIAL GIS MAPPING

Date: 6-15-09

INTAKE: ADD2009-00049

LEGAL SUFFICIENT

YES

NO

Initials: *cf*

If not, give brief explanation:

APPROVED & MAPPED Parent Parcel, Parcel A & Parcel B

MAP UPDATE following FINAL ACTION

Date:

Hearing Examiner Decision

Board of County Commissioner's Resolution

Administrative Approval

Blue Sheet

Zoning Notes:

8/4/09

MAP UPDATED

YES

NO

Initials: *cf*

If not, give brief explanation:

ZONE! MHPD: 5009W

DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT

ADD 2009-00049

PARCEL B

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

A TRACT OR PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 2, S. 00°43'30" E. A DISTANCE OF 815.00 FEET TO A THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID WEST SECTION LINE S. 00°43'30" E. A DISTANCE OF 483.57 FEET TO AN INTERSECTION WITH THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF ORANGE RIVER BOULEVARD (STATE ROAD 80-A); THENCE RUN EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1170.92 FEET, A DELTA ANGLE OF 6°40'07", A CHORD BEARING OF S. 83°44'47" E., A CHORD LENGTH OF 136.20 FEET FOR AN ARC LENGTH OF 136.28 FEET; THENCE RUN ALONG SAID RIGHT-OF-WAY S. 80°24'44" E. A DISTANCE OF 373.99 FEET TO A POINT; THENCE RUN N. 01°03'44" W. A DISTANCE OF 68.05 FEET TO A POINT; THENCE RUN N. 88°51'08" E. A DISTANCE OF 1.00 FEET TO A POINT; THENCE RUN S. 01°03'44" E. A DISTANCE OF 68.24 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE S. 80°24'44" E. A DISTANCE OF 172.06 FEET TO THE SOUTHWEST CORNER OF THE ORANGE RIVER HILLS SUBDIVISION, UNIT 1, AS RECORDED IN PLAT BOOK 29, PAGE 34, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID SUBDIVISION

N. 01°03'44" W. A DISTANCE OF 632.81 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE S. 88°56'16" W. A DISTANCE OF 169.10 FEET TO A POINT ; THENCE RUN S. 01°03'44" E. A DISTANCE OF 33.75 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 83.39 FEET TO A POINT; THENCE RUN S. 00°43'25" E. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 200.58 FEET TO A POINT; THENCE RUN N. 00°43'25" W. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 216.83 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 355,644 SQUARE FEET OR 8.17 ACRES.

Applicant's Legal Checked
 by BA 6-15-09

NOTES:

ORIENTATION BASED ON THE WEST LINE OF SECTION 2 AS BEARING S. 00°43'30" E. AS SHOWN IN THE PARCEL III LEGAL DESCRIPTION IN O.R.B. 1019, PAGE 26 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES .

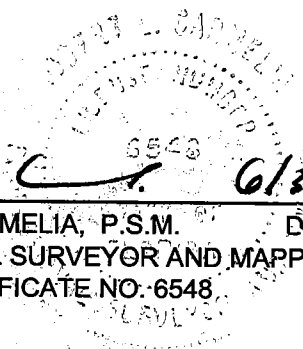
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND BOTH SHEETS ARE INCLUDED.

THIS IS NOT A SURVEY

PREPARED BY:

RLC 6/3/09

ROBERT L, CARMELIA, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6548

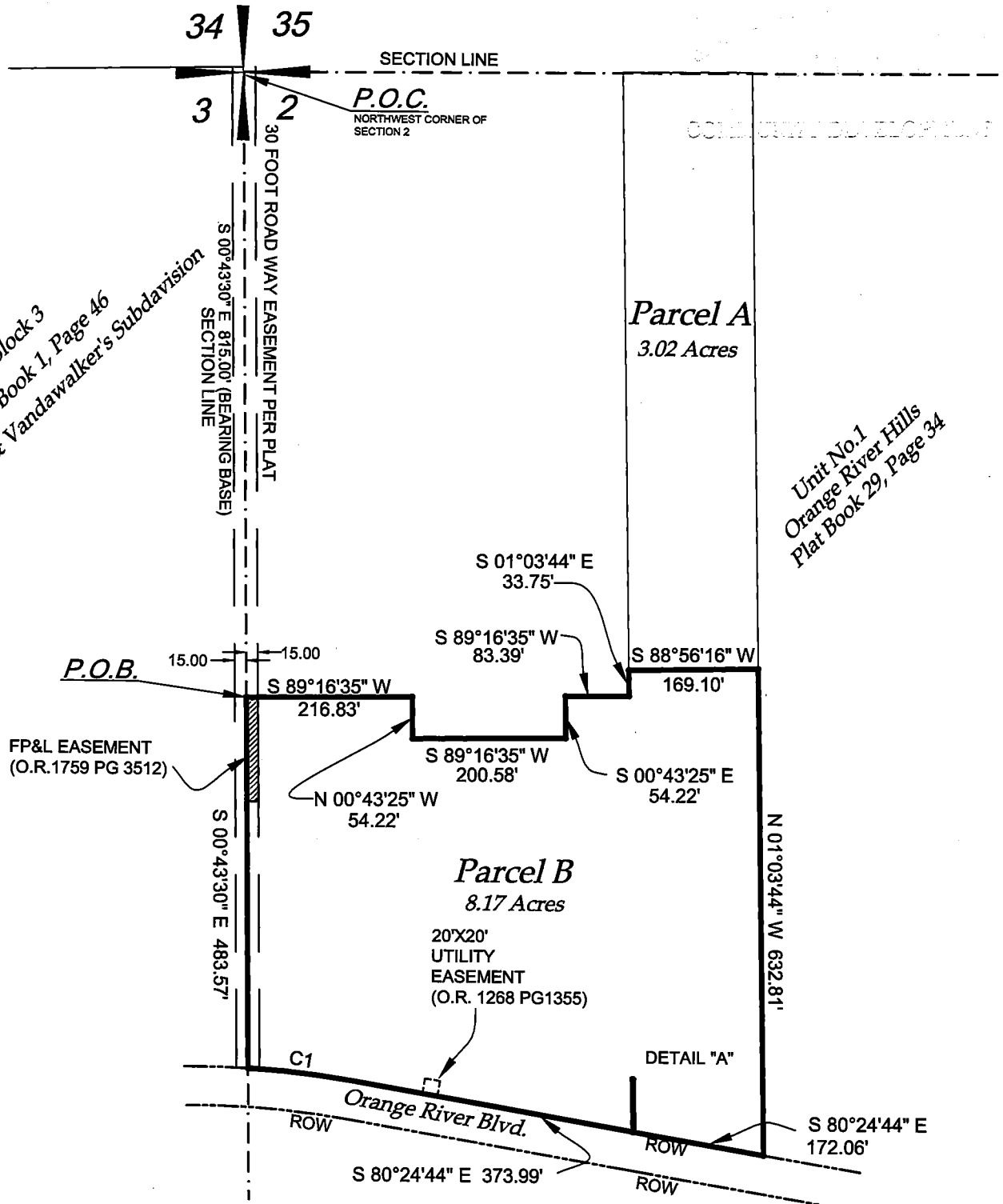


MDA PROJECT: 07117 CHECKED BY: RLC DRAWN BY: BMH DATE: 6-03-09 SHEET: 1 of 2	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA SUN-N-FUN MOBILE HOME Fort Myers, Florida	 ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS 2914 Cleveland Avenue Fort Myers, Florida 33901 (239) 337-3953 Fax: (239) 337-3994 Toll free: 888-337-7341 FL CA NO. 6532 / FL CERT NO. LB8891 / LC26000330	REVISIONS
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C:\Users\rlc\My Documents\Projects\6548\6548.dwg - 6/2/09 11:44:31 AM - 11/04/09 11:44:31 AM - 11/04/09 11:44:31 AM - 11/04/09 11:44:31 AM

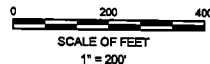
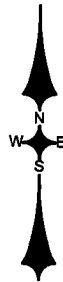
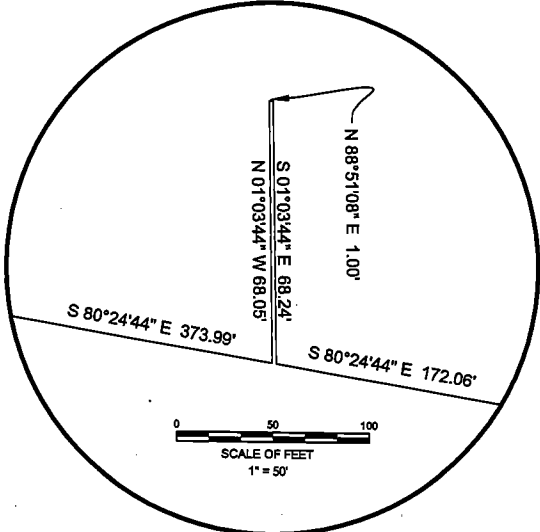
DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

ADD 2009-00049



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1170.92'	06°40'07"	136.28'	136.20'	S 83°44'52" E

DETAIL "A"



LEGEND

- O.R. = OFFICIAL RECORDS
- P.G. = PAGE
- P.B. = PLAT BOOK
- P.O.B. = POINT OF COMMENCEMENT
- P.O.C. = POINT OF BEGINNING
- ROW = RIGHT OF WAY

MDA PROJECT:
07117
 CHECKED BY: RLC
 DRAWN BY: BMH
 DATE: 6-03-09
 SHEET 2 of 2

DESCRIPTION DRAWING
 PARCEL OF LAND IN SECTION 2, TOWNSHIP 44
 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA
SUN-N-FUN MOBILE HOME
 Fort Myers, Florida

MORRIS DEPEW
 ENGINEERS • PLANNERS • SURVEYORS
 LANDSCAPE ARCHITECTS
 • Fort Myers
 • Tallahassee
 • Gainesville
 2814 Cleveland Avenue
 Fort Myers, Florida 33901
 (239) 337-5888
 Fax: (239) 337-5884
 Toll free: 888-337-7341
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REVISIONS

DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

ADD 2009-00049

PARCEL A

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

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NOTES:

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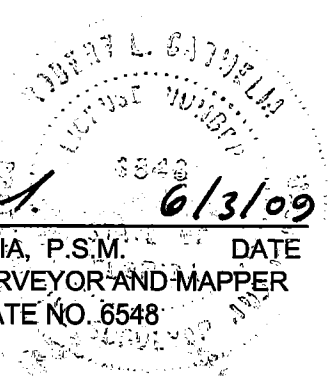
THIS IS NOT A SURVEY


Applicant's Legal Checked
 by BA 6-15-09

PREPARED BY:

Robert L. Carmelia 6/3/09

ROBERT L. CARMELIA, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6548



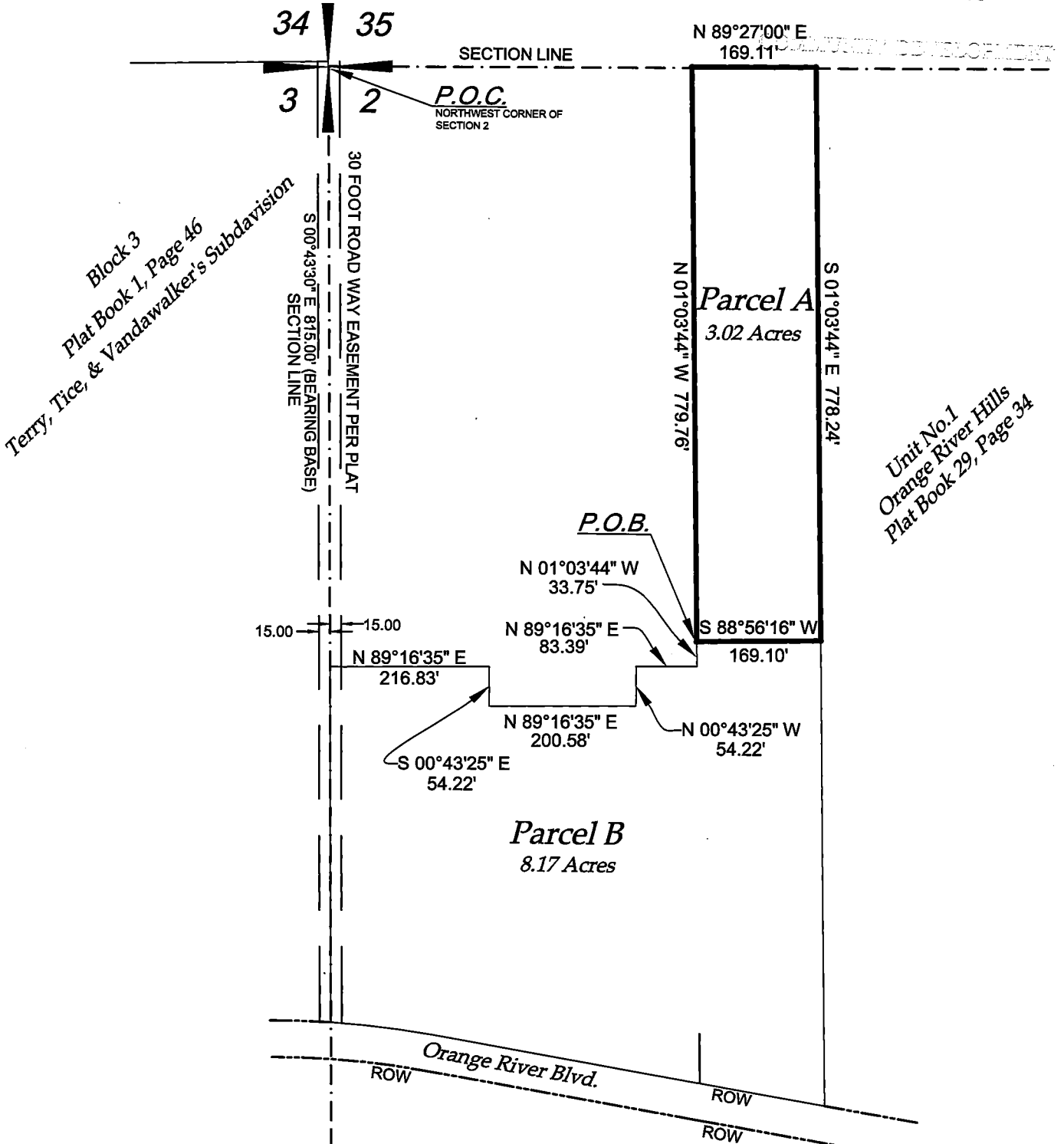
MDA PROJECT: 07117	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA	 ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS	REVISIONS
CHECKED BY: RLC DRAWN BY: BMH DATE: 6-03-09 SHEET: 1 of 2	SUN-N-FUN MOBILE HOME Fort Myers, Florida	• Fort Myers • Tallahassee • Gainesville 2914 Cleveland Avenue Fort Myers, Florida 33901 (239) 337-3983 Fax: (239) 337-3984 Toll free: 866-337-7341	
FL CA NO. 6532 / FL CERT NO. LB6891 / LC26000330			

DESCRIPTION DRAWING

IN SECTION 2,
TOWNSHIP 44 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

ADD 2009-00049

PLAT



0 200 400
SCALE OF FEET
1" = 200'

LEGEND

- O.R. = OFFICIAL RECORDS
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MDA PROJECT: 07117	
CHECKED BY: RLC	DRAWN BY: BMH
DATE: 6-03-09	
SHEET: 2 of 2	

DESCRIPTION DRAWING
PARCEL OF LAND IN SECTION 2, TOWNSHIP 44
SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA

SUN-N-FUN MOBILE HOME
Fort Myers, Florida

MORRIS DEPEW

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS

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REVISIONS

DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

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CONTAINING WITHIN SAID BOUNDS 487,375 SQUARE FEET OR 11.189 ACRES.

ADD 2009-00049

COUNTY DEVELOPMENT

Applicant's Legal Checked
 by BSJ 6-15-09


NOTES:

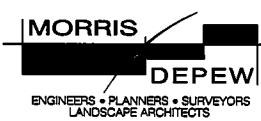
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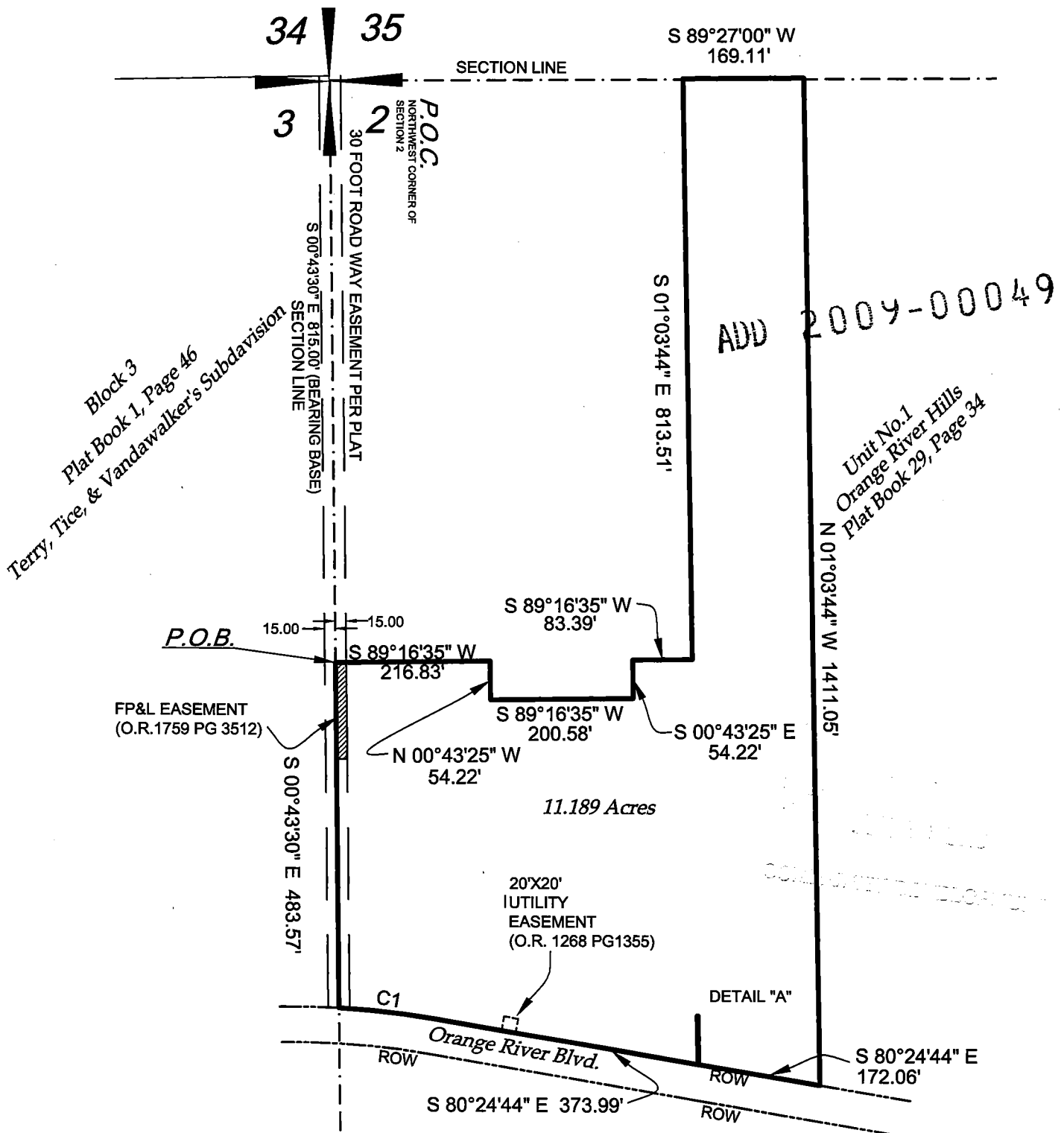
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PREPARED BY:
 6/3/09
 ROBERT L, CARMELIA, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6548

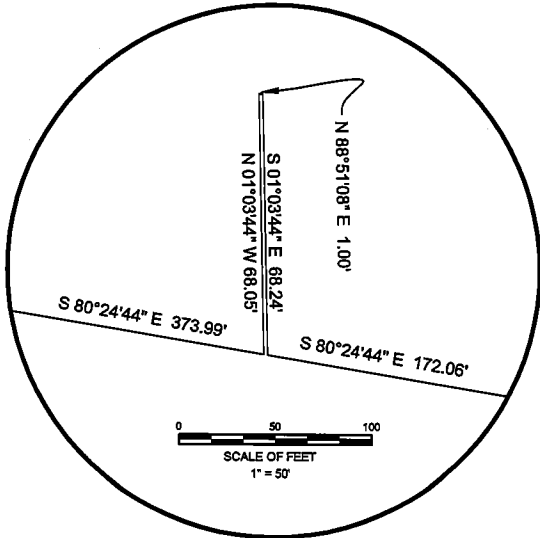
MDA PROJECT: 07117	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA	 • Fort Myers • Tallahassee • Gainesville 2914 Cleveland Avenue Fort Myers, Florida 33901 (239) 337-3880 Fax: (239) 337-3884 Toll free: 888-337-7341	REVISIONS 11/18/08 REVISED NOTES PER COUNTY REVIEW LETTER
CHECKED BY: WBN	DRAWN BY: BMH	ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS	
DATE: 8-13-08	SUN-N-FUN MOBILE HOME Fort Myers, Florida	NO. 6532 / FL. CERT. NO. LB6881 / LC26000330	
07117 - Sun-N-Fun Mobile Home Park(Dwg) 07117-Sheet1 and Description REV 2.dwg, 6/3/2009 11:58:22 AM			

DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1170.92'	06°40'07"	136.28'	136.20'	S 83°44'52" E

DETAIL "A"



0 200 400
 SCALE OF FEET
 1" = 200'

LEGEND

- O.R. = OFFICIAL RECORDS
- P.G. = PAGE
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MDA PROJECT: 07117	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA	 ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • Fort Myers • Tallahassee • Gainesville 2814 Cleveland Avenue Fort Myers, Florida, 33901 (239) 337-3999 Fax: (239) 337-3984 Toll free: 888-337-7341	REVISIONS
CHECKED BY: WBN	DRAWN BY: BMH		DATE: 8-13-08
SHEET		SUN-N-FUN MOBILE HOME Fort Myers, Florida	

ADMINISTRATIVE AMENDMENT (PD) ADD2009-00049

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, Sun-N-Fun Mobile Homeowners Association, Inc., filed an application for administrative approval to a Mobile Home Planned Development on a project known as Sun-N-Fun MHPD to amend the Master Concept Plan (MCP) as follows:

1. **To subdivide the 11.19 acre parcel into two parcels consisting of 3.02 acres for the open storage area and 8.17 acres for the private on-site recreational facilities;**
2. **To reduce the minimum side setback on the private-on site recreational facilities parcel from 15 feet to 8 feet for the existing bocce ball courts and from 15 feet to 11 feet for the existing storage shed; and,**
3. **A deviation from LDC Section 10-291(2) which requires that all development must abut and have access to a public or private street designed, constructed, or improved, to meet the minimum street design and construction standards established in Section 10-296 for a Category "C" road, to permit the existing road to remain in its current condition on the property located at 5558 Palm Beach Boulevard, described more particularly as:**

LEGAL DESCRIPTION: In Section 02, Township 44 South, Range 25 East, Lee County, Florida:

See Exhibit "A"

WHEREAS, the subject property is located in the Urban Community Future Land Use Category and the Fort Myers Shores Planning Community as designated by the Lee Plan; and

WHEREAS, the property was originally rezoned from AG-2, RS-1, and TFC-2 to MHPD in case number DCI2008-00015 and Resolution Z-09-007 to accommodate open storage and private on-site recreational facilities for residents of the Sun-N-Fun Mobile Home Park; and

WHEREAS, the open storage area, which is accessed through the mobile home park, is limited to a maximum of 86 spaces, including motor vehicles, limited to passenger cars, pickup trucks, golf carts, campers, boats, trailers, motor homes, or recreational vehicles (RVs) with conditions; and

WHEREAS, the private on-site recreational facilities include existing facilities such as horseshoe pits, bocce ball courts, golfing, a putting green and a picnic pavilion; and

WHEREAS, the open storage area and private on-site recreational facilities are ancillary uses for the exclusive use of the 250± residents of the Sun-N-Fun mobile home community; and

WHEREAS, the Sun-N-Fun Mobile Home Owner's Association has determined it to be in their best interest to subdivide the existing 11.19 acre parcel into two separate parcels for insurance purposes and management of property owner assessment fees; and

WHEREAS, the two parcels will continue to serve as common elements of the mobile home community, with maintenance and operations maintained by the Sun-N-Fun Home Owner's Association; and

WHEREAS, the requested side setback reduction deviations on the private on-site recreational facility parcel are requested to address conditions of the existing structures (bocce ball court and storage shed) and do not constitute a change in current conditions or permit an increase to uses or intensity; and

WHEREAS, the deviation from LDC Section 10-291(2) which requires that all development must abut and have access to a public or private street designed, constructed, or improved, to meet the minimum street design and construction standards in Section 10-296 does not constitute a change in current conditions; and

WHEREAS, the open storage area is adequately accessed by River Road, an internal private road within Sun-N-Fun Mobile Home Park and is exclusively utilized by residents of Sun-N-Fun Mobile Home Park; and

WHEREAS, the MCP demonstrates 1.2 acres of open space in the open storage area and 7.03 acres of open space on the recreational facility parcel; and

WHEREAS, the open storage use was approved in Resolution Z-09-077 with a condition restricting the use to residents of the Sun-N-Fun Mobile Home Park, thereby not generating additional vehicular trips through the development; and

WHEREAS, the required fencing and landscaped buffers approved in Resolution Z-09-007 providing separation between the open storage facility, the adjacent single-family land uses, and between the open storage facility and the recreational uses will remain in full force and effect; and

WHEREAS, the applicant has submitted a request for a commercial lot split in case number LDO2009-00174 subject to approval this administrative amendment; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to the Sun-N-Fun Mobile Home Planned Development (MHPD) is **APPROVED** to amend the **Master Concept Plan (MCP)** as follows:

1. **To subdivide the 11.19 acre parcel into two parcels consisting of 3.02 acres for the open storage area and 8.17 acres for the private on-site recreational facilities;**
2. **To reduce the minimum side setback on the private-on site recreational facilities parcel from 15 feet to eight feet for the existing bocce ball courts and from 15 feet to 11 feet for the existing storage shed; and,**
3. **A deviation from LDC Section 10-291(2) which requires that all development must abut and have access to a public or private street designed, constructed, or improved, to meet the minimum street design and construction standards established in Section 10-296 for a Category "C" road, to permit the existing road to remain in its current condition.**

The **APPROVAL** is subject to the following conditions:

1. **The Development must be in compliance with the amended Master Concept Plan, dated July 1, 2009. Master Concept Plan for ADD2009-00049 is hereby APPROVED and adopted. A reduced copy is attached hereto as Exhibit "B".**
2. **The terms and conditions of the original zoning resolution, Z-09-007, remain in full force and effect.**
3. **Lot A (open storage parcel) must only be utilized for the purposes stated in Resolution Z-09-007, Condition 4 and this resolution. Any redevelopment of said parcel will be required to meet the minimum requirements set forth in LDC Section 10-291(2).**
4. **Lot B (recreational facilities) must only be used in accord with Resolution Z-09-007, and exclusively by the residents of Sun-N-Fun Mobile Home Park.**

5. Case number LDO2009-00174 for a commercial lot split must be approved in accordance with this Administrative Amendment.
6. The parcel consisting of the private on-site recreational facilities must not be developed into individual mobile home lots unless considered through the Public Hearing process.

DULY SIGNED this 16th day of July, 2009.

BY: _____


Pam Houck, Director
Division of Zoning
Department of Community Development

Exhibits:

- A. Legal Description (6 pages)
- B. Amended Master Concept Plan (MCP) stamped received July 1, 2009
- C. Zoning Resolution Z-09-007

EXHIBIT A

DESCRIPTION DRAWING
IN SECTION 2,
TOWNSHIP 44 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

ADD 2009-00049

PARCEL B

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

A TRACT OR PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 2, S. 00°43'30" E. A DISTANCE OF 815.00 FEET TO A THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID WEST SECTION LINE S. 00°43'30" E. A DISTANCE OF 483.57 FEET TO AN INTERSECTION WITH THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF ORANGE RIVER BOULEVARD (STATE ROAD 80-A); THENCE RUN EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1170.92 FEET, A DELTA ANGLE OF 6°40'07", A CHORD BEARING OF S. 83°44'47" E., A CHORD LENGTH OF 136.20 FEET FOR AN ARC LENGTH OF 136.28 FEET; THENCE RUN ALONG SAID RIGHT-OF-WAY S. 80°24'44" E. A DISTANCE OF 373.99 FEET TO A POINT; THENCE RUN N. 01°03'44" W. A DISTANCE OF 68.05 FEET TO A POINT; THENCE RUN N. 88°51'08" E. A DISTANCE OF 1.00 FEET TO A POINT; THENCE RUN S. 01°03'44" E. A DISTANCE OF 68.24 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE S. 80°24'44" E. A DISTANCE OF 172.06 FEET TO THE SOUTHWEST CORNER OF THE ORANGE RIVER HILLS SUBDIVISION, UNIT 1, AS RECORDED IN PLAT BOOK 29, PAGE 34, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID SUBDIVISION N. 01°03'44" W. A DISTANCE OF 632.81 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE S. 88°56'16" W. A DISTANCE OF 169.10 FEET TO A POINT; THENCE RUN S. 01°03'44" E. A DISTANCE OF 33.75 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 83.39 FEET TO A POINT; THENCE RUN S. 00°43'25" E. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 200.58 FEET TO A POINT; THENCE RUN N. 00°43'25" W. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 216.83 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 355,644 SQUARE FEET OR 8.17 ACRES.

Applicant's Legal Checked
by RG 6-15-09

NOTES:

ORIENTATION BASED ON THE WEST LINE OF SECTION 2 AS BEARING S. 00°43'30" E. AS SHOWN IN THE PARCEL III LEGAL DESCRIPTION IN O.R.B. 1019, PAGE 26 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.


THIS MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES .

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND BOTH SHEETS ARE INCLUDED.

THIS IS NOT A SURVEY

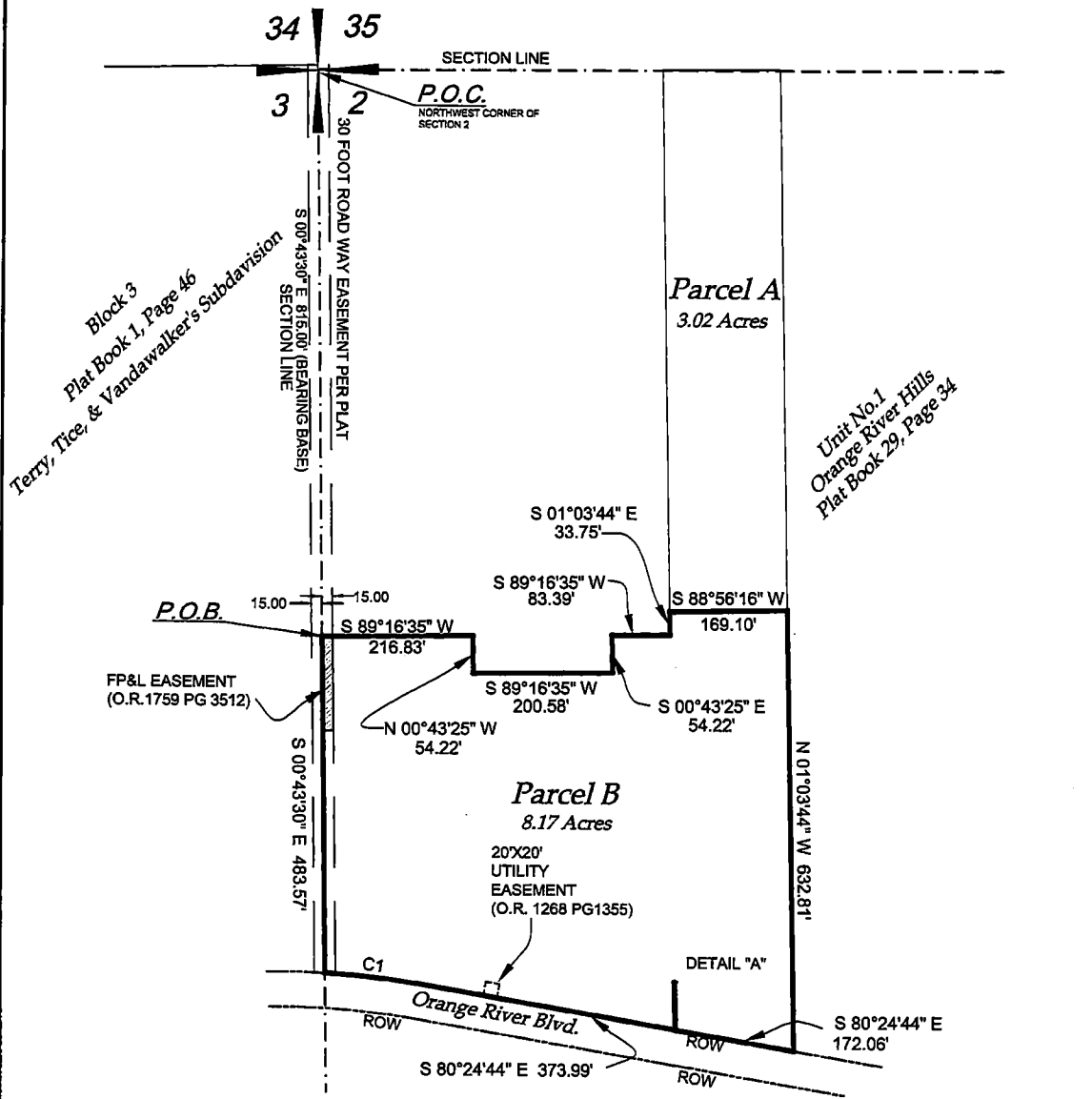
PREPARED BY:

Robert L. Carmelia 6/3/09
ROBERT L. CARMELIA, P.S.M. DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6548

MDA PROJECT: 07117	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA		<ul style="list-style-type: none"> Fort Myers Tallahassee Gainesville 	REVISIONS
CHECKED BY: RLC	DRAWN BY: BMH		2814 Cleveland Avenue Fort Myers, Florida 33901 (813) 337-0900 Fax: (813) 337-0984 Tel. Fax: (813) 337-0791	
DATE: 6-03-09	SUN-N-FUN MOBILE HOME Fort Myers, Florida	FL. CA NO. 6552 / FL. CERT NO. LB6891 / LC29000330		
SHEET 1 of 2				

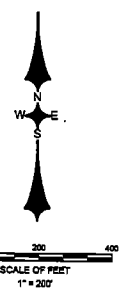
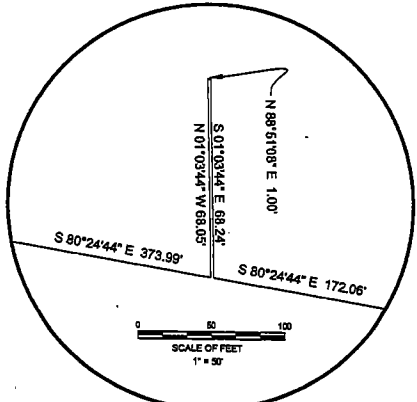
DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

ADD 2009-00049



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1170.92'	06°40'07"	136.28'	136.20'	S 83°44'52" E

DETAIL "A"



- LEGEND**
- O.R. = OFFICIAL RECORDS
 - P.G. = PAGE
 - P.B. = PLAT BOOK
 - P.O.B. = POINT OF COMMENCEMENT
 - P.O.C. = POINT OF BEGINNING
 - ROW = RIGHT OF WAY

MCA PROJECT:
07117
 CHECKED BY: RLC
 DRAWN BY: BMH
 DATE: 6-03-09
 SHEET: 2 of 2

DESCRIPTION DRAWING
 PARCEL OF LAND IN SECTION 2, TOWNSHIP 44
 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA
 SUN-N-FUN MOBILE HOME
 Fort Myers, Florida

MORRIS
DEPEW
 ENGINEERS • PLANNERS • SURVEYORS
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 Tallahassee
 Gainesville
 2914 Chastain Avenue
 Fort Myers, Florida 33901
 (239) 327-3960
 Fax: (239) 327-3960
 Toll Free: 888-387-7541
 FL CA NO. 6532 / FL CERT NO. L98861 / LC26000330

REVISIONS

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DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

ADD 2009-00049

PARCEL A

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

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 FROM SAID POINT OF BEGINNING CONTINUE N. 01°03'44" W. A DISTANCE OF 779.76 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 2; THENCE RUN N. 89°27'00" E. A DISTANCE OF 169.11 FEET TO THE WEST LINE OF THE ORANGE RIVER HILLS SUBDIVISION, UNIT 1, AS RECORDED IN PLAT BOOK 29, PAGE 34, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID SUBDIVISION S. 01°03'44" E. A DISTANCE OF 778.24 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE RUN S. 88°56'16" W. A DISTANCE OF 169.10 FEET TO THE POINT OF BEGINNING.
 CONTAINING WITHIN SAID BOUNDS 131,731 SQUARE FEET OR 3.02 ACRES.

NOTES:

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THIS IS NOT A SURVEY

6-15-09

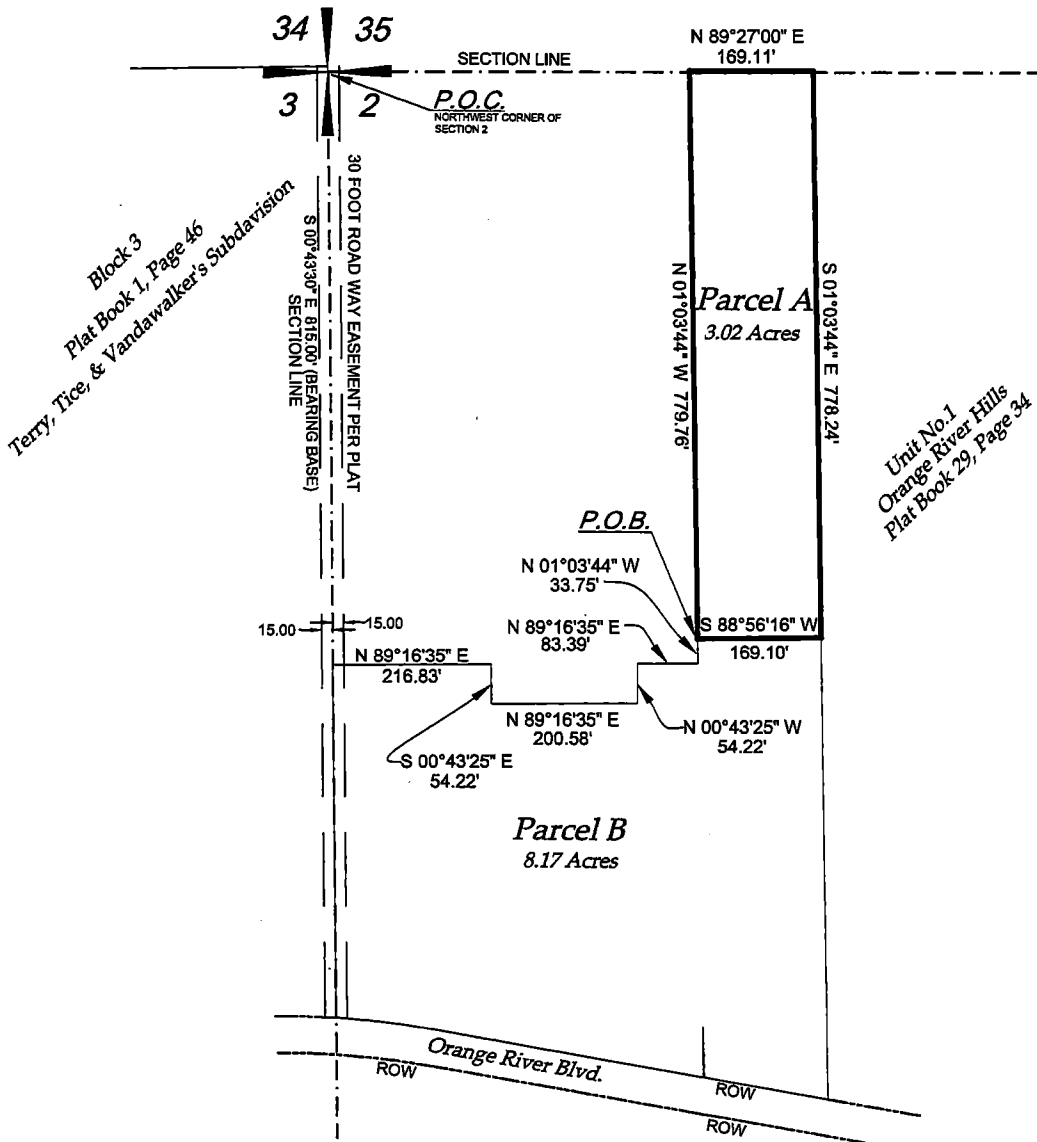
PREPARED BY:

R. L. Carmelia 6/31/09

ROBERT L. CARMELIA, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6548

NDA PROJECT: 07117 CHECKED BY: RLC DRAWN BY: BMH DATE: 6-03-09 SHEET: 1 of 2	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA SUN-N-FUN MOBILE HOME Fort Myers, Florida	 MORRIS DEPEW ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS FL CA NO. 6532 / FL CERT NO. LB8881 / LC28000330	• Fort Myers • Tallahassee • Gainesville 3514 Gateway Avenue Fort Myers, Florida 33907 (813) 337-0888 Fax: (813) 337-0884 Toll Free: 888-897-7541	REVISIONS
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DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA
 ADD 2009-00049



Block 3
 Plat Book 1, Page 46
 Terry, Tice, & Vandawalker's Subdivision

Unit No. 1
 Orange River Hills
 Plat Book 29, Page 34



0 300 450
 SCALE OF FEET
 1" = 200'

- LEGEND**
- O.R. = OFFICIAL RECORDS
 - P.G. = PAGE
 - P.B. = PLAT BOOK
 - P.O.B. = POINT OF COMMENCEMENT
 - P.O.C. = POINT OF BEGINNING
 - ROW = RIGHT OF WAY

MDA PROJECT: 07117		DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA		MORRIS DEPEW ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS 3014 Chestnut Avenue Fort Myers, Florida 33901 (888) 221-0900 Fax: (239) 337-2894 Toll Free: 888-337-7541		REVISIONS	
CHECKED BY: RLC	DRAWN BY: BMH	SUN-N-FUN MOBILE HOME Fort Myers, Florida		FL. CA. NO. 6332 / FL. CERT. NO. 1280891 / LC280000330		DATE: 6-03-09	
SHEET 2 of 2							

DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

A TRACT OR PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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CONTAINING WITHIN SAID BOUNDS 487,375 SQUARE FEET OR 11.189 ACRES.

ADD 2009-00049

Applicant's Legal Checked
 by BJG 6-15-09

NOTES:

ORIENTATION BASED ON THE WEST LINE OF SECTION 2 AS BEARING S. 00°43'30" E. AS SHOWN IN THE PARCEL III LEGAL DESCRIPTION IN O.R.B. 1019, PAGE 26 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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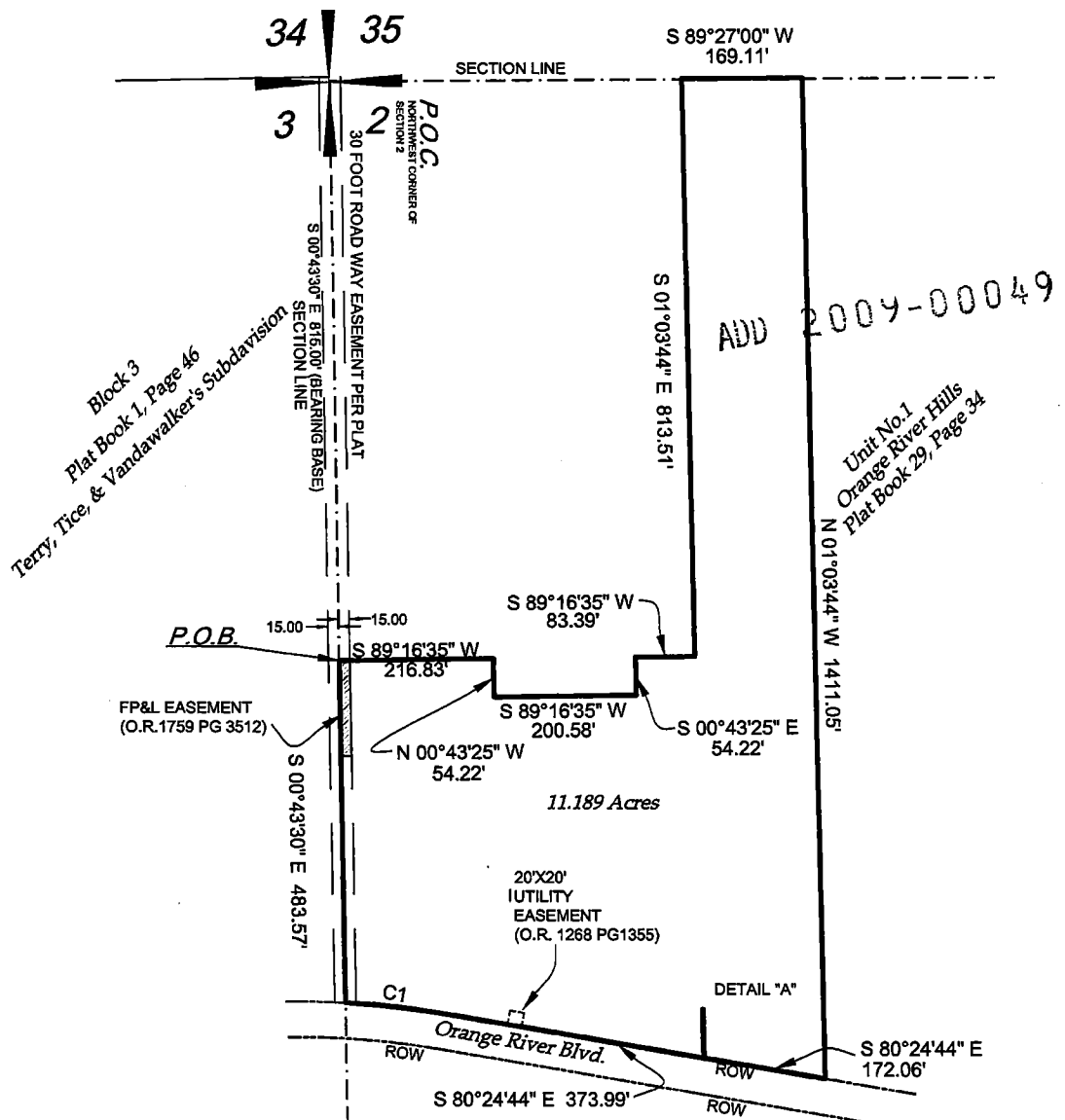
PREPARED BY:

R.L. Carmelia 6/13/09

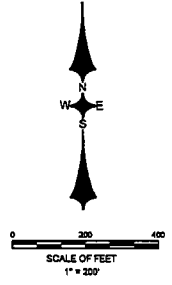
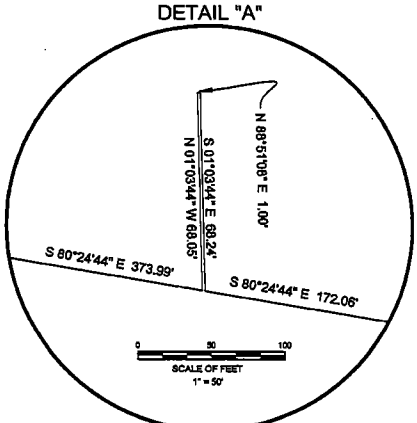
ROBERT L. CARMELIA, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6548

MDA PROJECT: 07117 CHECKED BY: WBN DRAWN BY: BMH DATE: 8-13-08 SHEET:	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA SUN-N-FUN MOBILE HOME Fort Myers, Florida	 MORRIS DEPEW ENGINEERS + PLANNERS + SURVEYORS LANDSCAPE ARCHITECTS	• Fort Myers • Tallahassee • Gainesville 2914 Cleveland Avenue Fort Myers, Florida 33907 (941) 337-0400 Fax: (941) 337-0404 Toll Free: 800-387-7341
1:07117 - Sun-N-Fun Mobile Home Park (Dwg 07117 - Section 2 and NW 1/4) REV 2.dwg, 6/3/2009 11:58:22 AM A NO. 6527 / PL. CERT NO. LB8801 / LC28000250			REVISIONS 11/18/08 REVISED NOTES PER COUNTY REVIEW LETTER

DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1170.92'	06°40'07"	136.28'	136.20'	S 83°44'52" E



- LEGEND**
- O.R. = OFFICIAL RECORDS
 - P.G. = PAGE
 - P.B. = PLAT BOOK
 - P.O.B. = POINT OF COMMENCEMENT
 - P.O.C. = POINT OF BEGINNING

MCA PROJECT: 07117	DESCRIPTION DRAWING
CHECKED BY: WEN	PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA
DATE: 8-13-08	SUN-N-FUN MOBILE HOME
SHEET:	Fort Myers, Florida

MORRIS DEPEW

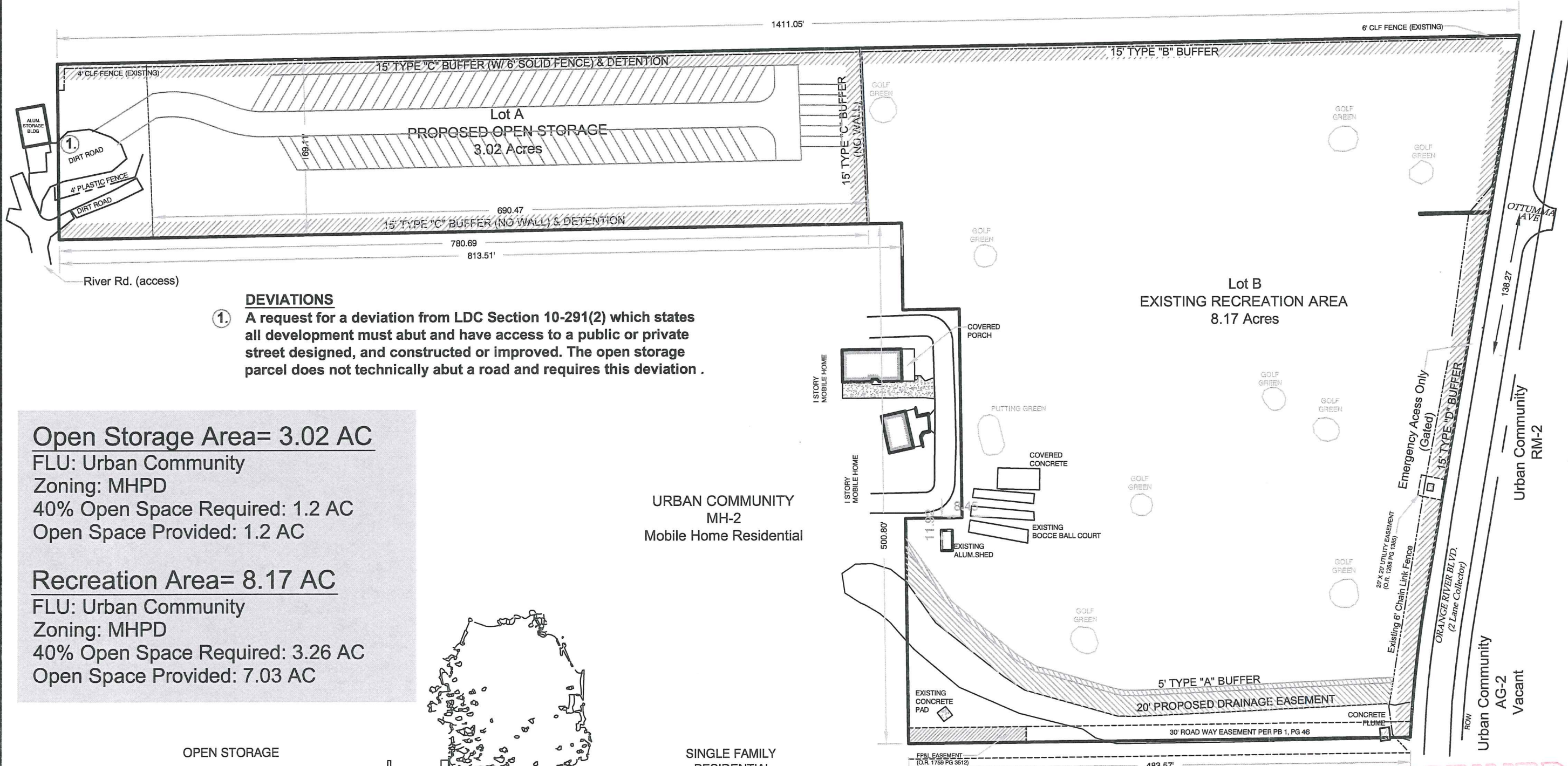
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 • Tallahassee
 • Gainesville

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 Fort Myers, Florida 33901
 239-337-9399
 Fax: 239-339-0864
 Toll free: 888-837-9341

REVISIONS

URBAN COMMUNITY
RS-1
Single Family Residential



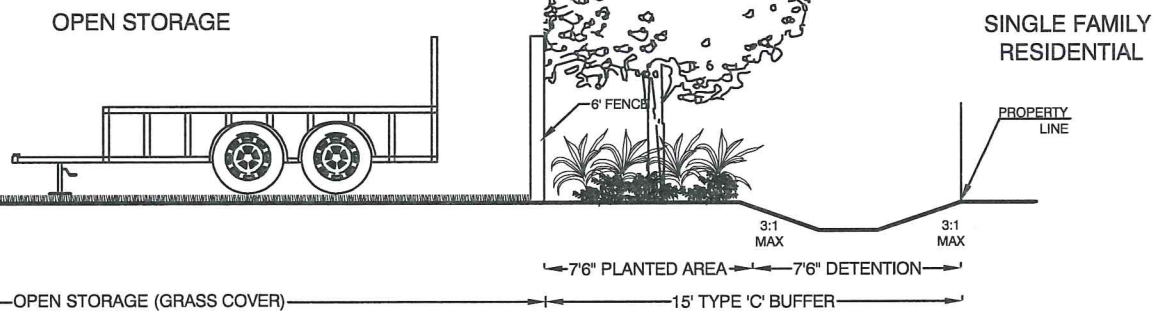
- DEVIATIONS**
- A request for a deviation from LDC Section 10-291(2) which states all development must abut and have access to a public or private street designed, and constructed or improved. The open storage parcel does not technically abut a road and requires this deviation.

Open Storage Area= 3.02 AC

FLU: Urban Community
Zoning: MHPD
40% Open Space Required: 1.2 AC
Open Space Provided: 1.2 AC

Recreation Area= 8.17 AC

FLU: Urban Community
Zoning: MHPD
40% Open Space Required: 3.26 AC
Open Space Provided: 7.03 AC



15' TYPE "C" BUFFER W/ FENCE

URBAN COMMUNITY
MH-2
Mobile Home Residential

URBAN COMMUNITY
MH-2
Mobile Home Residential

RECEIVED
JUL 01 2009

APPROVED
Amendment to
Master Concept Plan
Subject to Case # ADD2009-00049
Date 7/16/2009



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6/29/09

REVISIONS
REVISED

Fort Myers
Tallahassee
Gainesville
2914 Chancel Avenue
Fort Myers, Florida 33901
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(239) 337-3994
LANDSCAPE ARCHITECTS
Tel Fax: 888-337-7241
FL CA NO. 6532 / FL CERT. NO. LB8891 / LC26000330

MORRIS DEPEW
ENGINEERS / ARCHITECTS / LANDSCAPE ARCHITECTS
FL CA NO. 6532 / FL CERT. NO. LB8891 / LC26000330

Exhibit B-2-B.1
SUN-N-FUN
Sun-N-Fun Mobile Homeowners Association
Lee County, Florida

MDA PROJECT:
07117
DESIGNED BY:
JJ
DRAWN BY:
AN
DATE:
8/12/08
SHEET
1

ADD 2009-00049

EXHIBIT C

ADD 2009-00049

RESOLUTION NUMBER Z-09-007

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

CONFIDENTIAL DOCUMENT

WHEREAS, an application was filed by the property owner, Sun-N-Fun Mobile Home Owners Assoc., Inc., to rezone a 11.19± acre parcel from Agricultural (AG-2), Residential Single-Family (RS-1) and Residential Two-Family Conservation (TFC-2) to Mobile Home Planned Development (MHPD) in reference to Sun-N-Fun Mobile Home Park; and

WHEREAS, a public hearing was advertised and held on March 4, 2009 with the record held open for written submission on March 6, 2009, before the Lee County Zoning Hearing Examiner, Richard A. Gescheidt, who gave full consideration to the evidence in the record for Case #DCI2008-00015; and

WHEREAS, a second public hearing was advertised and held on May 4, 2009, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A. REQUEST

The applicant filed a request to rezone a 11.19± acre parcel from AG-2, RS-1 and TFC-2 to MHPD, to allow open storage and private on-site recreational facilities for Sun-N-Fun Mobile Home Park. Potable water and sanitary sewer services are provided by Lee County Utilities. No development blasting is proposed. The property is located in the Urban Community Future Land Use Category and is legally described in attached Exhibit A. The request is APPROVED, SUBJECT TO the conditions and deviations specified in Sections B and C below.

SECTION B. CONDITIONS:

All references to uses are as defined or listed in the Lee County Land Development Code (LDC).

1. Master Concept Plan/Development Parameters: The development of this project must be consistent with the one-page Master Concept Plan (MCP) entitled "Sun-N-Fun, Sun-N-Fun Mobile Homeowners Association," dated August 12, 2008, date-stamped "RECEIVED MAY 12 2009, Community Development," attached hereto as Exhibit C, and except as modified by the conditions below. This development must comply with all requirements of the LDC at time of local development order approval, except as may be granted by deviation as part of this planned development.

If changes to the MCP or the Schedule of Uses, as recommended herein, are subsequently pursued, appropriate approvals will be required through the Public Hearing process.

2. Uses and Site Development Regulations

The following Limits apply to the project and uses:

a. Schedule of Uses

Accessory Uses and Structures
Essential Services, Group I only
Excavation, Water Retention Only
Fences, Walls
Recreational Facilities, Private on-site
Signs in Accordance with Chapter 30
Storage, Open, accessory, limited to use by residents of Sun 'n Fun Mobile
Home Park and subject to Condition Number 4
Temporary Uses

b. Site Development Regulations

Minimum Area:	11 acres
Minimum Setbacks from Development Perimeter for all structures, including Items contained in Storage area	15 feet
Minimum Setback from Internal lot lines	15 feet
Minimum Setback from Orange River Boulevard	25 feet
Maximum Height:	35 feet

3. Environmental Conditions

Prior to approval of a local development order, the following conditions must be met:

- a. The development order plans must delineate a minimum of 4.48 acres as common open space in substantial compliance with the approved MCP.
- b. Preservation in place or on-site relocation of all healthy Sabal palms with a minimum eight-foot clear trunk into the proposed landscape buffers. The relocation efforts must be done in a horticulturally correct manner per Lee County Extension Services Brochure LE8/2000A.
- c. Preservation of the existing mature slash pine, located along the west property line between the open storage area and mobile home residential uses.

- d. Preservation of all native trees located within the recreational area.
 - e. All required landscaped buffers must be planted with native vegetation.
4. Accessory Open Storage Conditions:
- a. The open storage area is limited to a maximum of 3.02 acres as depicted on the MCP, revised March 5, 2009, Exhibit C hereto.
 - b. The open storage area may only be utilized by residents of the Sun-N-Fun Mobile Home Park.
 - c. Within 90 days of approval of the rezoning request, a development order must be submitted for installation of the six-foot high solid fence and landscaped buffers, as conditioned in Deviation Numbers 1 and 2. If the applicant fails to submit an application for a development order within the designated time frame the open storage will be in non-compliance with the Zoning Resolution and will be cited as such.
 - d. The open storage area must be maintained in a dust-free manner.
 - e. The open storage area must be accessed internally through the existing entrance from River Road. Access from Orange River Boulevard is prohibited.
 - f. Permanent structures are prohibited in the accessory open storage area.
 - g. Maintenance, repairs or other mechanical work is prohibited in the open storage area.
 - h. The open storage area is limited to a maximum of 86 spaces, including motor vehicles, limited to passenger cars, pickup trucks, golf carts, campers, boats, trailers and motor homes or recreational vehicles (RV's). Storage of construction or farm equipment or materials, box trucks (rental/moving vehicles), utility/service trucks, tractor-trailer or semi-trailer trucks or any truck and trailer combination are prohibited. Boats sitting on trailers will be considered as one space.
 - i. Storage sheds or units ("pods") are prohibited within the open storage area.
5. Vehicular/Pedestrian Impacts: Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the LDC may be required to obtain a local development order.
6. Lee County Comprehensive Plan Consistency: Approval of this zoning request does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the Lee County Comprehensive Plan Planning Communities Map and Acreage Allocation Table, Map 16 and Table 1(b), be reviewed for, and found

consistent with, the retail commercial standards for site area, including range of gross floor area, location, tenant mix and general function, as well as all other Lee County Comprehensive Plan provisions.

7. Concurrency: Approval of this rezoning does not constitute a finding that the proposed project meets the concurrency requirements set forth in LDC Chapter 2 and the Lee County Comprehensive Plan. The developer is required to demonstrate compliance with all concurrency requirements prior to issuance of a local development order.
8. Compliance with Lee County Land Development Code: This development must comply with all of the requirements of the LDC at the time of local development order approval, except as may be granted by deviations approved as part of this planned development.
9. Development Order: A development order must be submitted and approved for the installation of the required landscaped buffers and wall.
10. Waste Management: Prior to any local development order approval for vertical development, the developer must provide facilities in compliance with LDC §10-261 and Solid Waste Ordinance #08-10 for the pick-up/disposal of solid waste and recyclables. The minimum area required for and specific locations of, these facilities will be reviewed at the time of local development order application.

SECTION C. DEVIATIONS:

1. Deviation (1) seeks relief from LDC §10-416(d)(4), which requires a Type "C" Buffer with an 8-foot-high wall, to not require the wall along the proposed internal lot lines. This deviation is APPROVED, SUBJECT TO the following conditions:
 - a. A Type "C" buffer, without a wall, consisting of 5 trees and 18 shrubs per 100 linear feet, must be planted along the 813.51(±) foot (northwestern) internal property line separating the open storage area from the residential dwelling lots.
 - b. A Type "C" buffer, without a wall, consisting of 5 trees and 18 shrubs per 100 linear feet, must be planted along the southern 170-foot internal separation between the open storage area and the recreation area.
2. Deviation (2) seeks relief from LDC §10-416(d)(4) (Note 1), which states that all trees and shrubs required in the buffer must be placed on the residential side of the wall to allow the proposed and existing vegetation, to be planted on the interior side of the existing chain-link fence along the eastern and northern property lines. This deviation is APPROVED, SUBJECT TO the following conditions:
 - a. Prior to approval by the Board of County Commissioners, the MCP and Deviation Number 2 must be revised to reflect LDC §10-421(a)(8) to allow

the plantings to be installed on the inside of the existing chain link fence, as conditioned.

- b. A Type "B" buffer, consisting of 5 trees and a double-staggered hedge row per 100 linear feet must be planted on the inside of the existing chain link fence along the southeastern portion of the property for approximately 631 feet.
3. Deviation (3) seeks relief from LDC §10-416(d)(6), which requires a 25-foot-wide Type "C" buffer with an 8-foot-high wall if roads, drives or parking areas are located less than 125 feet from an existing single-family residential subdivision or single-family residential lot, to permit a 6-foot-high solid fence, with a 15-foot-wide Type "C" buffer on the residential side of the fence. This deviation is APPROVED, SUBJECT TO the following conditions:
 - a) The six-foot high solid fence must be installed a minimum length of 780 feet along the eastern property perimeter in conjunction with a Type "C" buffer separating the open storage area and the abutting residential land uses. The plantings must be installed on the residential side of the solid fence and in substantial compliance with the cross-section depicted on the mcp. The plantings cannot be located within the detention area unless plant heights are increased.
 - b) A Type "B" buffer, with 5 trees per 100 linear feet and a double-staggered hedge row must be installed along the remaining 631± feet on the inside of the six-foot high chain link fence along the southeastern property boundary.
4. Deviation (4) seeks relief from LDC §34-1744(b)(2)a and states that a fence or wall located between a street right-of-way or easement and the minimum required street setback line may not exceed three feet in height, except that fences may be a maximum height of four feet so long as the fence is of open mesh screening and does not interfere with vehicle visibility requirements (see § 34-3131) at traffic access points. In this case, the 6-foot-high chain link fence should be located a minimum of 25 feet from the street right-of-way. Therefore, this deviation is required to permit approximately 145 feet of the existing 6-foot-high chain link fence along Orange River Boulevard to remain along the property boundary and the remainder of the fence along Orange River Boulevard to be located 20± feet from the property boundary. This deviation is APPROVED, SUBJECT TO the following conditions:
 - a. A Type "D" buffer, consisting of five (5) trees per 100 linear feet and a double-staggered hedge row, must be planted along the frontage of Orange River Boulevard for

approximately 145 feet, along the inside of the fence, where the fence is located on the property line.

- b. A Type "D" buffer, consisting of five (5) trees per 100 linear feet and a double-staggered hedge row, must be planted along the remaining 535± feet where the existing six-foot high chain link fence is set back 20 feet from the property line, with the exception of the area designated as a 20 x 20 utility easement.

SECTION D. EXHIBITS AND STRAP NUMBER:

The following exhibits are attached to this resolution and incorporated by reference:

- Exhibit A: Legal description of the property
Exhibit B: Zoning Map (with the subject parcel indicated)
Exhibit C: The Master Concept Plan

The applicant has indicated that the STRAP number for the subject property is: 02-44-25-08-0000B.00CE

SECTION E. FINDINGS AND CONCLUSIONS:

1. The applicant has proven entitlement to the rezoning by demonstrating compliance with the Lee Plan, the LDC, and any other applicable code or regulation.
2. The rezoning, as approved:
 - a. meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request; and,
 - b. is consistent with the densities, intensities and general uses set forth in the Lee Plan; and,
 - c. is compatible with existing or planned uses in the surrounding area; and,
 - d. will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development; and,
 - e. will not adversely affect environmentally critical areas or natural resources.
3. The rezoning satisfies the following criteria:
 - a. the proposed use or mix of uses is appropriate at the subject location; and
 - b. the recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest; and

- c. the recommended conditions are reasonably related to the impacts on the public interest created by or expected from the proposed development.
- 4. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.
- 5. The approved deviations, as conditioned, enhance achievement of the planned development objectives, and preserve and promote the general intent of LDC Chapter 34, to protect the public health, safety and welfare.

Commissioner Mann made a motion to adopt the foregoing resolution, seconded by Commissioner Hall. The vote was as follows:

Robert P. Janes	Aye
Brian Bigelow	Aye
Ray Judah	Aye
Tammara Hall	Aye
Frank Mann	Aye

DULY PASSED AND ADOPTED this 4th day of May 2009.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Kathleen A. Motz*
Deputy Clerk

BY: *Ray Judah*
Ray Judah
Chair



Approved as to form by:

Robert Spickerman
Robert Spickerman
County Attorney's Office

RECEIVED
MINUTES OFFICE

2009 MAY 18 AM 10:00

DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

A TRACT OR PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 2, S. 00°43'30" E. A DISTANCE OF 815.00 FEET TO A THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID WEST SECTION LINE S. 00°43'30" E. A DISTANCE OF 483.57 FEET TO AN INTERSECTION WITH THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF ORANGE RIVER BOULEVARD (STATE ROAD 80-A); THENCE RUN EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1170.92 FEET, A DELTA ANGLE OF 6°40'07", A CHORD BEARING OF S. 83°44'47" E., A CHORD LENGTH OF 138.20 FEET FOR AN ARC LENGTH OF 136.28 FEET; THENCE RUN ALONG SAID RIGHT-OF-WAY S. 80°24'44" E. A DISTANCE OF 373.99 FEET TO A POINT; THENCE RUN N. 01°03'44" W. A DISTANCE OF 68.05 FEET TO A POINT; THENCE RUN N. 88°51'08" E., A DISTANCE OF 1.00 FEET TO A POINT; THENCE RUN S. 01°03'44" E. A DISTANCE OF 68.24 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE S. 80°24'44" E. A DISTANCE OF 172.06 FEET TO THE SOUTHWEST CORNER OF THE ORANGE RIVER HILLS SUBDIVISION, UNIT 1, AS RECORDED IN PLAT BOOK 29, PAGE 34, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID SUBDIVISION N. 01°03'44" W. A DISTANCE OF 1411.05 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 2; THENCE RUN ALONG SAID NORTH LINE S. 89°27'00" W. A DISTANCE OF 189.11 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE RUN S. 01°03'44" E. A DISTANCE OF 813.51 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 83.39 FEET TO A POINT; THENCE RUN S. 00°43'25" E. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 200.58 FEET TO A POINT; THENCE RUN N. 00°43'25" W. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 216.83 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 487,375 SQUARE FEET OR 11.189 ACRES.

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 DEC 13 2008

COMMUNITY DEVELOPMENT

DCI 2008-00015

NOTES:

ORIENTATION BASED ON THE WEST LINE OF SECTION 2 AS BEARING S. 00°43'30" E. AS SHOWN IN THE PARCEL III LEGAL DESCRIPTION IN O.R.B. 1019, PAGE 26 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND BOTH SHEETS ARE INCLUDED.


THIS IS NOT A SURVEY.

EXHIBIT A
 1 OF 2

PREPARED BY:

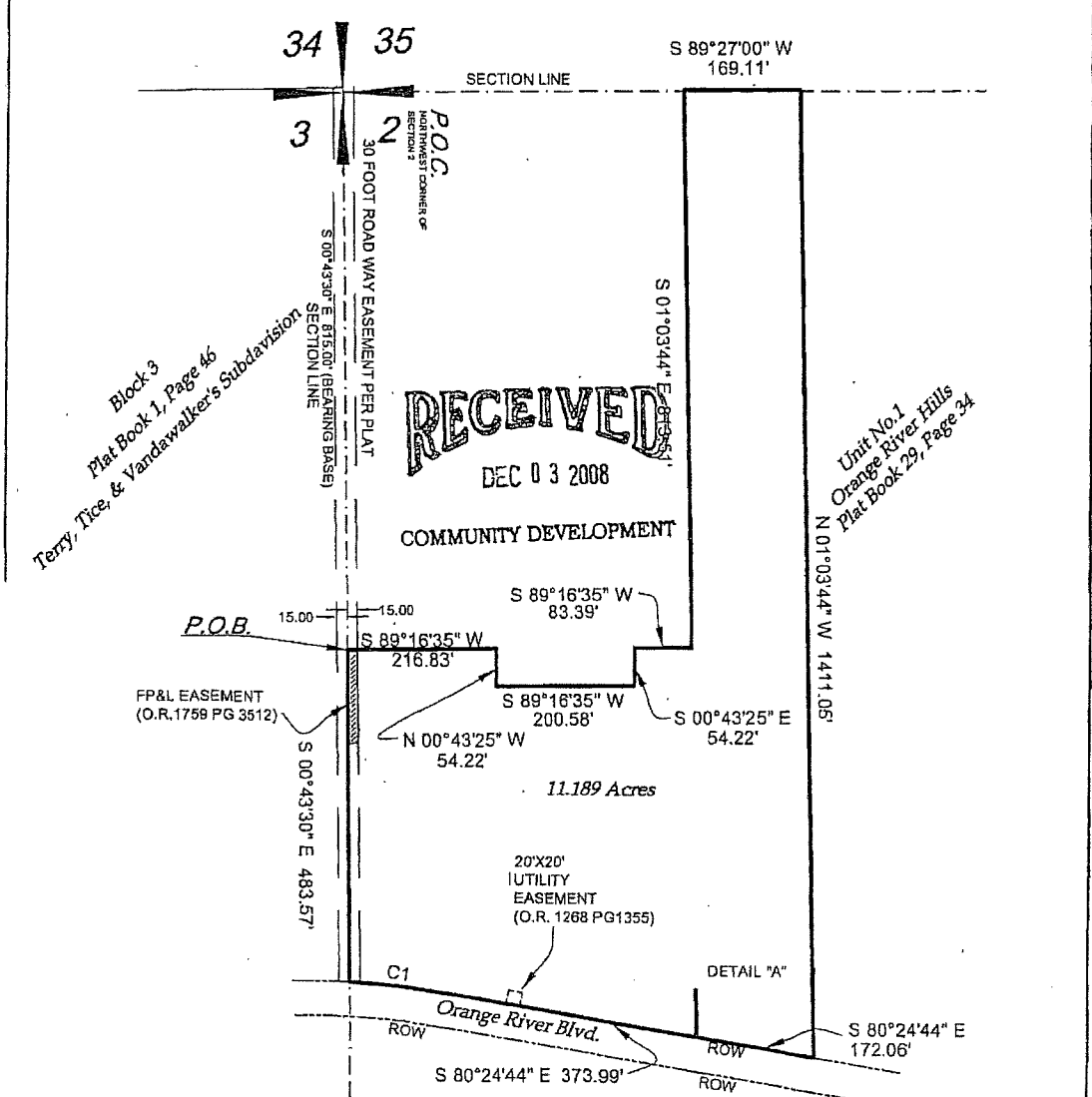
[Signature] 11/25/08

ROBERT L. CARMELIA, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6548

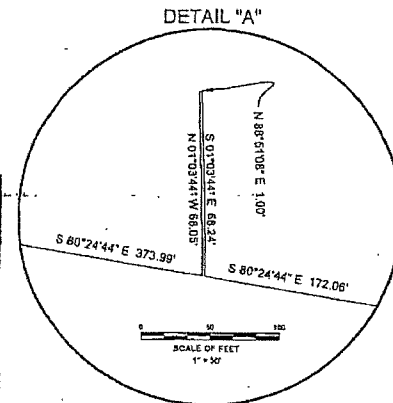
MDA PROJECT: 07117 CHECKED BY: WBN DRAWN BY: BMH DATE: 8-13-08 SHEET: 1 of 2	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA SUN-N-FUN MOBILE HOME Fort Myers, Florida	 MORRIS DEPEW ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS F.L. CA. NO. 8632 / FL. CERT. NO. 128871 / LG28000230	REVISIONS 11/18/08 REVISED NOTES PER COUNTY REVIEW LETTER
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DESCRIPTION DRAWING

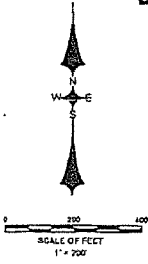
IN SECTION 2,
TOWNSHIP 44 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1170.92'	06°40'07"	136.28'	136.20'	S 83°44'52" E



DCI 2008-00015



- LEGEND
- O.R. = OFFICIAL RECORDS
 - P.G. = PAGE
 - P.B. = PLAT BOOK
 - P.O.B. = POINT OF COMMENCEMENT
 - P.O.C. = POINT OF BEGINNING

EXHIBIT A
2 OF 2

<p>MCA PROJECT 07117</p> <p>CHECKED BY WBN</p> <p>DATE 8-13-08</p> <p>SHEET 2 of 2</p>	<p>DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA</p> <p>SUN-N-FUN MOBILE HOME Fort Myers, Florida</p>	<p>MORRIS DEPEW ENGINEERS - PLANNERS - SURVEYORS LANDSCAPE ARCHITECTS</p> <p>1915 Chambers Avenue Fort Myers, Florida 33901 Phone: 941-937-0000 Fax: 941-937-0000 Web Page: www.mds-201.com</p> <p>FL DA NO. 6232 / FL CERT NO. L286651 / LC28000333</p>	<p>REVISIONS</p>
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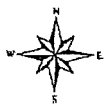
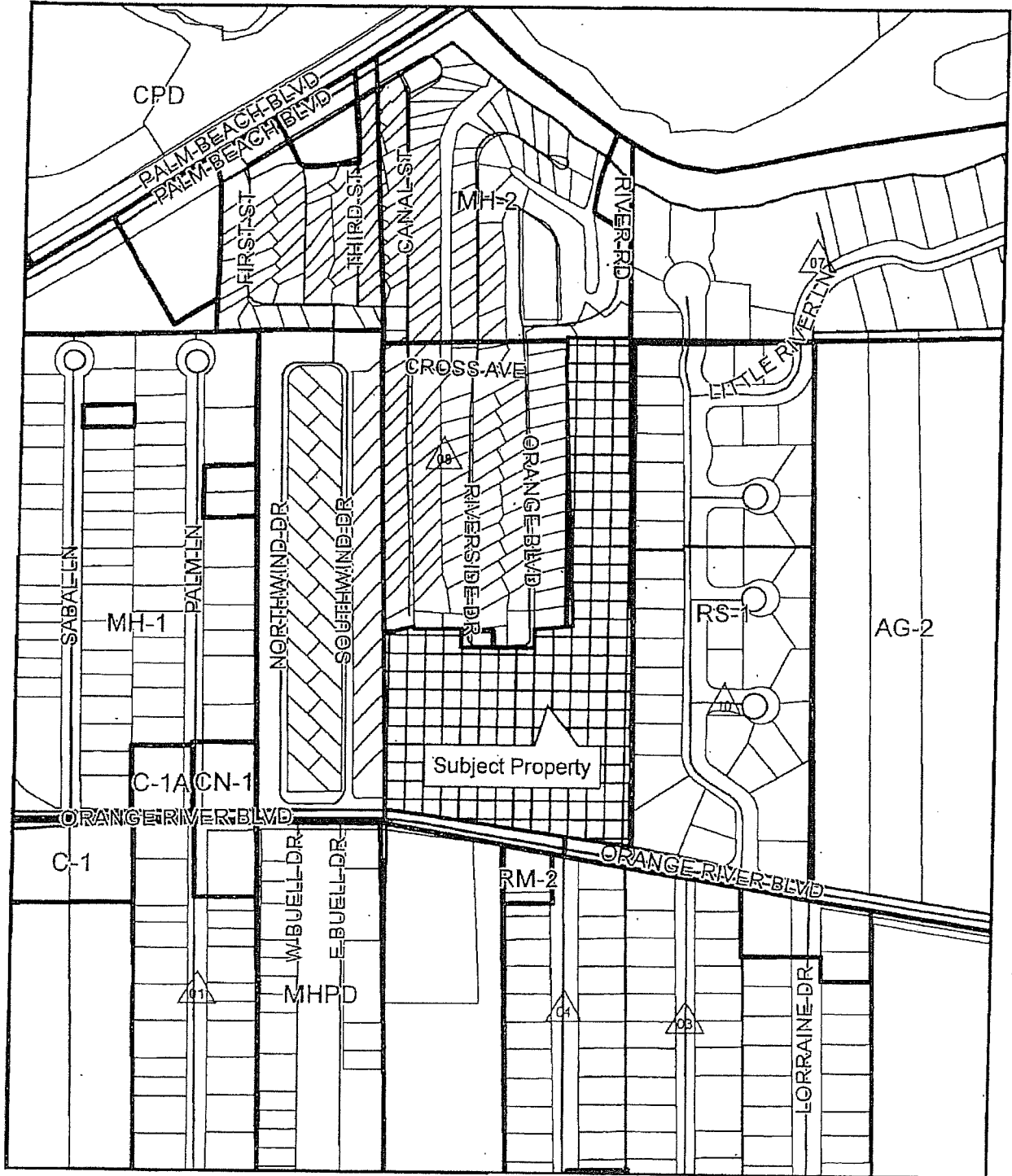
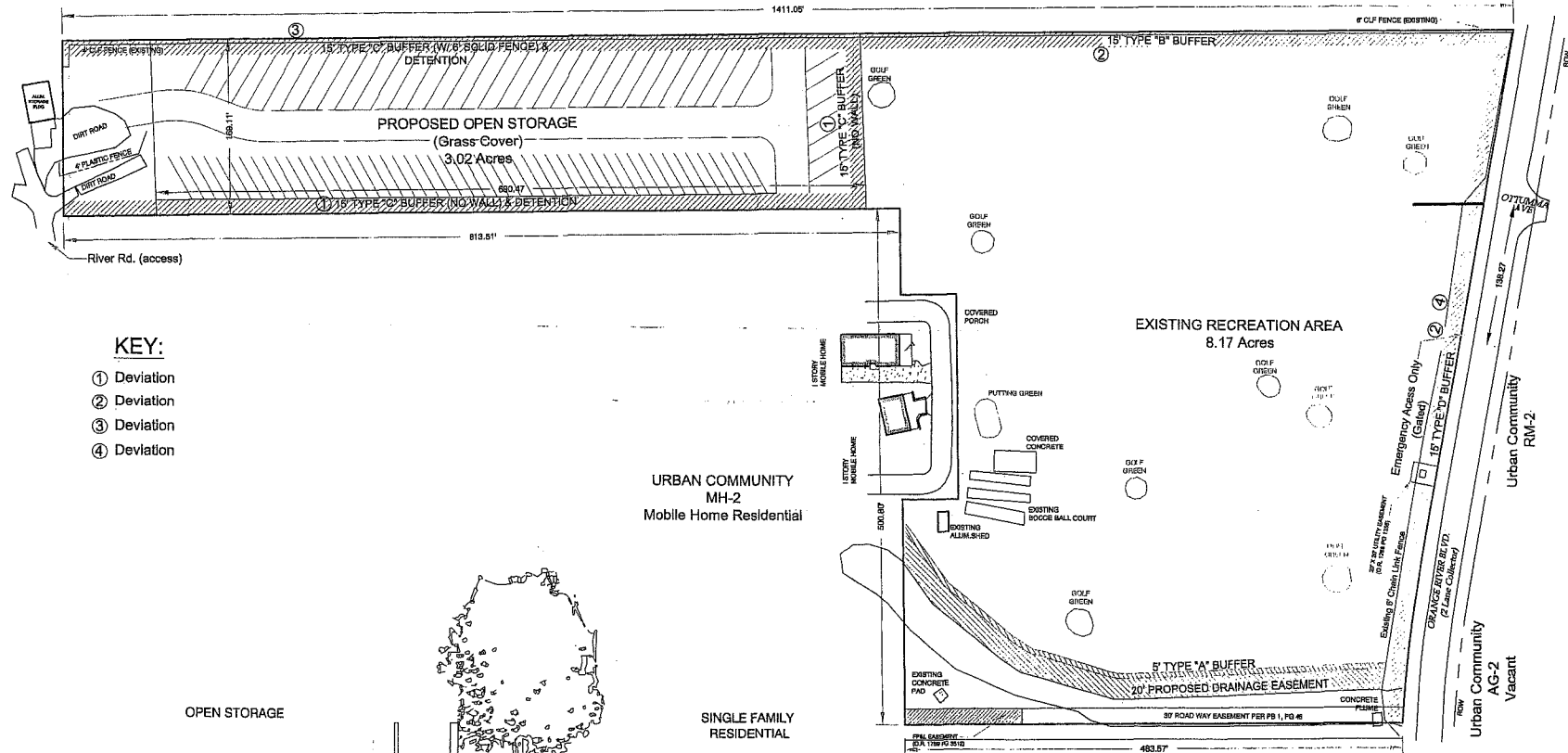


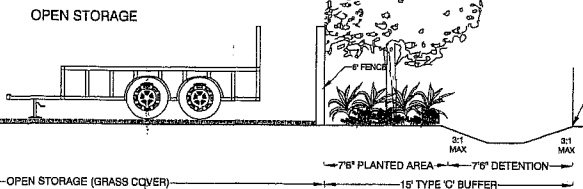
EXHIBIT B

URBAN COMMUNITY
RS-1
Single Family Residential



KEY:

- ① Deviation
- ② Deviation
- ③ Deviation
- ④ Deviation



15' TYPE "C" BUFFER W/ FENCE
NOT TO SCALE

Site Area= 11.19 AC
 FLU: Urban Community
 Zoning: MHPD Open Storage: 3.02 AC
 Recreation Area: 8.17 AC
 40% Open Space Required: 4.48 AC
 Open Space Provided: 4.48 AC min.

URBAN COMMUNITY
MH-2
Mobile Home Residential

APPROVED
 Master Concept Plan
 Site Plan # Z-09-007 Page 1 of 1
 Subject to conditions in Resolution Z-09-007
 Date 12/12/08 00:00:00



91308	REVIEW PER EFFICIENCY COMMENTS
91309	REVIEW PER SUPPLEMENTARY COMMENTS
91310	REVIEW PER SUPPLEMENTARY COMMENTS
91311	REVIEW PER COUNTY COMMENTS
91312	REVIEW PER COUNTY COMMENTS
91313	REVIEW PER COUNTY COMMENTS

FOR MORE
 • Tallahassee
 • Gainesville
 DEFEW
 ENGINEERS, PLANNERS & ARCHITECTS
 P.O. BOX 10000
 TALLAHASSEE, FL 32302
 F.L. NO. 9507 FL CERT. NO. 18887 / LC20000030

MASTER CONCEPT PLAN
 SUN-N-FUN
 Sun-N-Fun Mobile Homeowners Association
 Tallahassee, Florida

DATE PREPARED: 07117
 CHECKED BY: JUAN AN
 DATE: 8/12/08
 DRAWN BY: JUAN AN
 DATE: 8/12/08
 SCALE: 1"=50'

DCI 2008-00015

**APPLICATION FOR ADMINISTRATIVE ACTION
FOR UNINCORPORATED AREAS ONLY**

**APPLICATION FOR ADMINISTRATIVE ACTION
FOR UNINCORPORATED AREAS ONLY**

RECEIVED
JUL 1 2009
0.5.24
COMMUNITY DEVELOPMENT

Applicant's Name: Sun 'n Fun Mobile Homeowners Association, Inc.

Project Name: Sun 'n Fun MHPD

STRAP Number(s): 02-44-25-08-0000B.00CE

TYPE OF ADMINISTRATIVE APPLICATION:

- Administrative Variance (attach Supplement A)
- Commercial Lot Split (attach Supplement B)
- Consumption On Premises (attach Supplement C)
- Minimum Use Determination (attach Supplement D)
- LCLDC, Zoning District Boundaries, or Ordinance Interpretation (attach Supplement E)
- Relief for Designated Historic Resources (attach Supplement F)
- Relief for Easement Encroachment (attach Supplement G)
- Administrative Amendment to PUD or PD (attach Supplement H)
- Final Plan Approval for PD per Resolution: # _____ (attach Supplement H)
- Administrative Deviation from LCLDC Chapter 10, Section 10-104 (attach Supplement I)
- Placement of Model Home/Unit or Model Display Center (attach Supplement J)
- Dock & Shoreline Structures (attach Supplement K)
- Wireless Communication Facility Shared Use Plan Agreement (attach Supplement M)

Is this project located in the Estero Planning Community? YES NO

*If YES, please note that the applicant may be required to conduct one public informational session where the agent will provide a general overview of the project for any interested citizens.

STAFF USE ONLY

Case Number: ADD2009-00049 Commission District: 5
 Current Zoning: MHPD Fee Amount: \$1,000
 Land Use Classification: URBAN COM. Intake by: C.F.A.
 Planning Community: FORT MYERS SHORES

**LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902
PHONE (239) 533-8585**

PART 1
APPLICANT/AGENT INFORMATION

RECEIVED
JUN 11 2009

COMMUNITY DEVELOPMENT

A. **Name of applicant:** Sun 'n Fun Mobile Homeowners Association, Inc.

Address: Street : 5558 Palm Beach Blvd.

City: Ft. Myers State: FL Zip: 33905

Phone: Area Code: 239 Number: 694-5536 Ext: _____

Fax: Area Code: 239 Number: 694-5536

E-mail address: _____

B. **Relationship of Applicant to owner (check one):**

Applicant (including an individual or husband & wife) is the sole owner of the property. [34-201(a)(1)a.1.]

_____ **Notarized Affidavit of Authorization form is attached as Exhibit AA-1.B.2.** (See Part 1 Exhibit Form A1 attached hereto for suggested Affidavit Form for an individual.) [34-202(b)(1)c.]

_____ Applicant has been authorized by the owner(s) to represent them for this action.

_____ **Notarized Affidavit of Authorization form is attached as Exhibit AA-1.B.2.** (Please select the appropriate Affidavit Form from the suggested forms in Part 1 Exhibits attached hereto.) [34-202(b)(1)c.]

_____ Applicant is a contract purchaser/vendee. [34-202(b)(1)d.]

_____ **Notarized Affidavit of Authorization form is attached as Exhibit AA-1.B.2.** [34-202(b)(1)c.] (Please select the appropriate Affidavit Form from the suggested forms in Part 1 Exhibits attached hereto.)

C. **Authorized Agent: Name of the person who is to receive all County-initiated correspondence regarding this application.** [34-202(b)(1)c.]

C.1. Company Name: Morris-Depew Associates, Inc.

Contact Person: Jodi Joseph

Address: Street : 2914 Cleveland Ave.

City: Fort Myers State: FL Zip: 33901

Phone: Area Code: 239 Number: 337-3993 Ext: _____

Fax: Area Code: 239 Number: 337-3994

E-mail address: jjoseph@m-da.com

C.2. _____ **Additional Agent(s): The names of other agents that the County may contact concerning this application are attached as Exhibit AA-1.C.2.** [34-202(b)(1)c.]

PART 2
PROPERTY OWNERSHIP

Is this request specific to a particular tract of land? NO _____ YES. If the answer is YES, please complete the following items.

A. **Property Ownership:** Single owner (individual or husband & wife only) [34-201(a)(1)a.1.]

A.1. **Name:** _____

Mailing Address: Street: _____

City: _____ State: _____ Zip: _____

Phone: Area Code: _____ Number: _____ Ext: _____

Fax: Area Code: _____ Number: _____

E-mail: _____

B. **Property Ownership: Multiple owners (Corporation, partnership, trust, association) [34-201(a)(1)].**

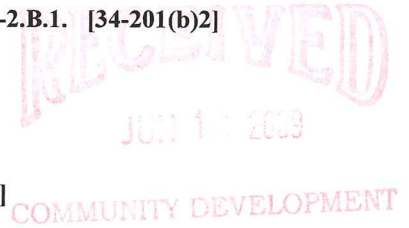
B.1. Disclosure of (Ownership) Interests Form is attached as Exhibit AA-2.B.1. [34-201(b)2]

C. **Multiple parcels**

C.1. _____ Property owners list is attached as Exhibit AA-2.C.1. [34-202(a)(5)]

C.2. _____ Property owners map is attached as Exhibit AA-2.C.2. [34-202(a)(5)]

D. **Date property was acquired by present owner(s):** _____



**PART 3
PROPERTY INFORMATION**

Is this request specific to a particular tract of land? _____ NO YES. If the answer is YES, please complete the following items.

A. **STRAP Number(s):** 02-44-25-08-0000B.00CE _____

B. **Street Address of Property:** Access undetermined _____

C. **Legal Description**

Legal description (on 8 1/2" by 11" paper) is attached as Exhibit AA-3.C.1. [34-202(a)(1)]

Sealed sketch of the legal description is attached as Exhibit AA-3.C.2. [34-202(a)(1)]

Electronic version of the legal description is attached as Exhibit AA-3.C.3.

D. **Boundary Survey**

A Boundary survey, tied to the state plane coordinate system, is attached as Exhibit AA-3.D.1. [34-202(a)(2)]

_____ The property consists of one or more undivided platted lots in a subdivision recorded in the Official County Plat Books. A copy of the applicable plat book page is attached as Exhibit AA-3.D.2. [34-202(a)(2)]

E. **Planning Community:** Fort Myers Shores _____

F. General Location of Property:

F.1. X Area location map is attached as **Exhibit AA-3.F.** [34-202(a)(4)]

F.2. **Directions to property:** From I-75, Exit 141 east on Palm Beach Blvd. (SR 80), east of Orange River Blvd.

G. **Current Zoning of Property:** MHPD

H. **Current use(s) of the property are:** Recreation and open space and open storage

I. Property Dimensions [34-202(a)(8)]

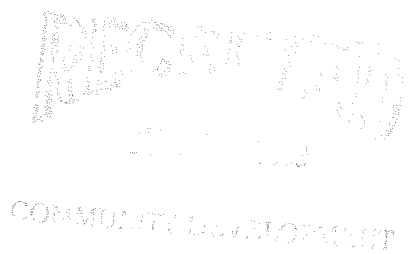
- 1. Width (average if irregular parcel): 669 Feet
- 2. Depth (average if irregular parcel): 1411 Feet
- 3. Total area: 11.19 Acres or square feet
- 4. Frontage on road or street: 765.65 Feet on Orange River Blvd. Street
- 2nd Frontage on road or street: _____ Feet on _____ Street

ADD 2009-00049

**PART 4
ACTION REQUESTED**

A. TYPE OF REQUEST (please check one)

- _____ Administrative Variance (requires supplement A)
- _____ Commercial Lot Split (requires supplement B)
- _____ Consumption On Premises (requires supplement C)
- _____ Minimum Use Determination (requires supplement D)
- _____ LCLDC, Zoning District Boundaries, or Ordinance Interpretation (requires supplement E)
- _____ Relief for Designated Historic Resources (requires supplement F)
- _____ Easement Encroachment (requires supplement G)
- X Administrative Amendment to a PUD or Planned Development (requires supplement H)
- _____ Final Plan Approval for a Planned Development (requires supplement H)
- _____ Administrative Deviation from Chapter 10 of the LDC (requires supplement I)
- _____ Placement of Model Home/Unit or Model Display Center (requires supplement J)
- _____ Dock & Shoreline Structure (requires supplement K)
- _____ Wireless Communication Facility Shared Use Plan Agreement (requires supplement M)



B. NATURE OF REQUEST (please print): Applicant seeks to amend the MCP to divide the single parcel into two lots.

**PART 5
SUBMITTAL REQUIREMENTS**

THE NUMBER OF COPIES REQUIRED FOR EACH EXHIBIT IS BASED ON THE ACTION REQUESTED AS INDICATED BELOW. PLEASE NOTE THAT THE THREE (3) SETS OF REQUIRED SUBMITTAL AND SUPPLEMENTAL FORMS MUST BE SUBMITTED IN SETS OF THREE. ADDITIONAL SUBMITTAL ITEMS (listed below) SHOULD BE SUBMITTED AS A GROUP WITH THE APPROPRIATE NUMBER OF COPIES PROVIDED AS NOTED BELOW.

Copies Required*	Exhibit Number	SUBMITTAL ITEMS
3 ✓		Completed application for Administrative Action
1 ✓		Filing Fee - [34-202(a)(9)]
Copies Required*	SUP Number	SUPPLEMENTAL FORMS (select applicable request/form)
3	SUP A	Administrative Variance request
3	SUP B	Commercial Lot Split request
3	SUP C	Consumption On Premises request
3	SUP D	Minimum Use Determination request
3	SUP E	Ordinance Interpretation request
3	SUP F	Relief for Designated Historic Resources request
3	SUP G	Easement Encroachment request
3 ✓	SUP H	Administrative Amendment to a PUD or Planned Development request
3	SUP H	Final Plan Approval for a Planned Development request
3	SUP I	Administrative Deviation from Chapter 10 of the LDC request
3	SUP J	Placement of Model Home/Unit or Model Display Center request
3	SUP K	Dock & Shoreline Structure request
3	SUP M	Wireless Communication Facility Shared Use Plan Agreement
Copies Required*	Exhibit Number	ADDITIONAL SUBMITTAL ITEMS
3 ✓	AA-1.B.2	Notarized Affidavit of Authorization Form [34-202(b)(1)c]
3	AA-1.C.2	Additional Agents [34-202(b)(1)c.]
3 ✓	AA-2.B.1	Disclosure of Interest Form [34-201(b)(2)a]
3 ✓	AA-2.C.1	Subject property owners list (if applicable) [34-202(a)(5)]
3	AA-2.C.2	Subject Property Owners map (if applicable) [34-202(a)(5)]
3 ✓	AA-3.A.1	List of STRAP Numbers (if additional sheet is required) [34-202(a)(1)]
3 ✓	AA-3.C.1	Legal Description (2 originals required) [34-202(a)(1)]
3 ✓	AA-3.C.2	Sealed Sketch of the Legal Description (2 originals required) [34-202(a)(1)]
1	AA-3.C.2	Electronic version of legal description (if available)
3 ✓	AA-3.D.1	Boundary Survey (tied to State Plane Coordinate System) [34-202(a)(2)] {NOTE: This is a required submittal for all Planned Development Applications and for all properties of 10 acres or more. (2 originals required) [34-373(a)(4)a.]}
3 ✓	AA-3.D.2	Copy of Plat Book Page (if applicable) [34-202(a)(1)]
3 ✓	AA-3.F	Area Location Map on 8-1/2" by 11" paper pursuant to LCLDC Section 34-202(a)(4).

* At least one copy must be an original.

ADD 2009-00049



PART 1 AFFIDAVIT A2 (EXHIBIT AA-1.B.2)

COMMUNITY DEVELOPMENT

AFFIDAVIT FOR ADMINISTRATIVE ACTION APPLICATION IS SIGNED BY A CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, * Robert E Snyder as President of 02-44-25-08-0000B.00CE, swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

- 1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I am hereby authorizing the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

*Name of Entity (corporation, partnership, LLP, LC, etc)

Signature of Robert E Snyder

Robert E Snyder (Type or printed name)

President (title of signatory)

STATE OF Florida COUNTY OF Lee

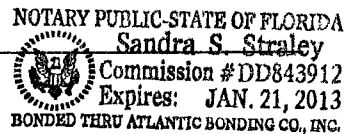
The foregoing instrument was sworn to (or affirmed) and subscribed before me this June 5, 2009 (date) by Robert E Snyder (name of person providing oath or affirmation), who is personally known to me or who has produced (type of identification) as identification.

Signature of person taking oath or affirmation: Sandra S Straley

Name typed, printed or stamped: Sandra S Straley

Title or rank: Office Manager

Serial number, if any



*Notes:

- If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.
- If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."
- If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.
- If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.
- If the applicant is a trustee, then they must include their title of "trustee."
- In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.

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EXHIBIT AA-2.B.1
DISCLOSURE OF INTEREST FORM FOR:

STRAP NO. 02-44-25-08-0000B.00CE CASE NO. _____

COMMUNITY DEVELOPMENT

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name and Address	Percentage of Stock
Robert E Snyder - President - Lot 416	_____
William J Bielec - Vice President - Lot 78	_____
Joseph Paeglow - Treasuer - Lot 207	_____
Loretta Avery - Secretary - Lot 278	_____
_____	_____
_____	_____

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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COMMUNITY DEVELOPMENT

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Stock

Date of Contract: _____

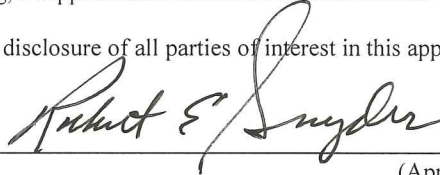
6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature:



(Applicant)

Robert E Snyder

(Printed or typed name of applicant)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5 day of June 2009

by Robert E Snyder who is personally known to me or who has produced

as identification. .



Signature of Notary Public

Sandra S Straley

Printed Name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Sandra S. Straley
Commission #DD843912
Expires: JAN. 21, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Sun-N-Fun Homeowners Association, Inc.
Members Report

June 5, 2009

<u>Lot</u>	<u>Name</u>	<u>Address</u>	<u>City-State-Zip</u>	<u>Strap Number</u>
CE	Sun-N-Fun Homeowners Association Inc. (39-RV Lots)			35-43-25-08-0000A.0000
CE	Sun-N-Fun Homeowners Association Inc.(Common Elements)			34-43-25-08-00000.00CE
1	Sun-N-Fun Rental Property			34-43-25-08-00000.0010
5	Badgley, Jerry & Doris	139 Stanley St Unit # 18	Brantford Ont CANADA N3S7T3	34-43-25-08-00000.0050
6	Avery, Loretta (Rental)	6170 Blanchett Rd	Newport Mi 48166	34-43-25-08-00000.0060
12	Redding, Graeme & Shirley (For Sale or Rental)	9865 Sugar Mill Springs Dr	Ft Myers FL 33905	34-43-25-08-00000.0120
13	For Sale (Vacant Lot)			34-43-25-08-00000.0130
14	Kurtz, Willis & Hazel	316 WJefferson St	Hartville OH 44632	34-43-25-08-00000.0140
15	Flavell, Robert	5558 Palm Beach Blvd # 15	Fort Myers FL 33905	34-43-25-08-00000.0150
17	Hubbard, JC & Faye	780 Clay St	London KY 40741	34-43-25-08-00000.0170
18	Schoenfeld, Ken & Mary	P O Box 854	Geneva OH 44041	34-43-25-08-00000.0180
19	VanDorn, Ron (Rental)	5113 Wells Road	Petersburg MI 49270	34-43-25-08-00000.0190
20	Long, Jerry & Alberta (For Sale)	4681-16 Lakeside Club Blvd	Fort Myers FL 33905	34-43-25-08-00000.0200
21	Spray, Jerry & Lynne (for Sale or Rent)	17489 20 Mile Rd	Marshall MI 49068	34-43-25-08-00000.0210
22	Flater, Helen	5558 Palm Beach Blvd # 22	Fort Myers FL 33905	34-43-25-08-00000.0220
23	Elliott, James & Evelyn	4007 Trail Ridge Dr	Franklin	34-43-25-08-00000.0230
24	Fording, Mike	5558 Palm Beach Blvd # 24	Fort Myers FL 33905	34-43-25-08-00000.0240
25	Zbikowski, Gert (For Sale)	1315 Walker Ave # 5104	Grand Rapids MI 49504	34-43-25-08-00000.0250
26	Ellyson, Bernie & Novalee	5558 Palm Beach Blvd # 26	Fort Myers FL 33905	34-43-25-08-00000.0260
27	Youngstrom, Mike & Bol, Ginny	496 ESSENBURG DR	Holland MI 49424	34-43-25-08-00000.0270
29	Dettmann, Jerome & Joyce (Rental)	10729 N MOLE LAKE RD	Crandon WI 54520	34-43-25-08-00000.0290
30	Davis, Dean	POBox 206	Almond NC 28702	34-43-25-08-00000.0300
32	Langton. Jack & Helen	1740 W Sigler Rd	Carleton MI 48117	34-43-25-08-00000.0320
33	Arsenault, Claude & Norma	44 Palm Cr	Brantford Ont CANADA N3R5G2	34-43-25-08-00000.0330
34	Schaaf, Don	2152 Danby Rd	Willseyville NY 13864	34-43-25-08-00000.0340
35	Thompson, Allen & Shirley	406 Huron St	Alpena MI 49707	34-43-25-08-00000.0350
36	Carner, Gordon & Erdine	152 Gaylord St	Binghamton NY 13904	34-43-25-08-00000.0360
37	Robertson, Jill	3360 N Dixie Hwy	Monroe MI 48162	34-43-25-08-00000.0370
38	For Sale (Vacant Lot)			34-43-25-08-00000.0380
39	Durette, Raymond & Neil, Catherine	288 E St South RR2	Bobcaygeon Ont CANADA K0M1A0	34-43-25-08-00000.0390
40	Nichols, Don & Jean (For Sale or Rental)	309 Woodland St SW	Hartville OH 44632	34-43-25-08-00000.0400
41	Murphy, Bill	5558 Palm Beach Blvd # 41	Fort Myers FL 33905	34-43-25-08-00000.0410
42	Payne, Bob & Betty	5558 Palm Beach Blvd # 42	Fort Myers FL 33905	34-43-25-08-00000.0420
43	Reeves, Fred & Joyce(For Sale)	416 N McCullum St	Knightstown IN 46168	34-43-25-08-00000.0430
44	Morris, Sue	525 E St Rd 218	Bunker Hill IN 46914	34-43-25-08-00000.0440
45	White, Steve & Merry	6415 Ramsey Rd	Harrison TN 37341	34-43-25-08-00000.0450
46	Dixon, Judith	4324 Sovereign Blvd	Rockford IL 61108	34-43-25-08-00000.0460
47	Frankhouse, Red & Sharlene	28481 Sheeks Blvd PO 286	Flat Rock MI 48134	34-43-25-08-00000.0470

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Sun-N-Fun Homeowners Association, Inc.
Members Report

June 5, 2009

<u>Lot</u>	<u>Name</u>	<u>Address</u>	<u>City-State-Zip</u>	<u>Strap Number</u>
49	Avery, Loretta (Rental)	6170 Blanchett Rd	Newport Mi 48166	34-43-25-08-00000.0490
50	Herrell, Joanne	8224 Dartmouth	Warren MI 48093	34-43-25-08-00000.0500
51	Bondy, Marvin & Beverly	6054 Margaret St	South Rockwood MI 48179	34-43-25-08-00000.0510
52	Wouters, Nick & Nelly	2896 Rd 115 Perth S	St Pauls RR1 Ont CANADA N0K1V0	34-43-25-08-00000.0520
53	Harvell, Mox & Charlotte	324 Monroe St	Carleton MI 48117	34-43-25-08-00000.0530
54	Spray, Jerry & Lynne	17489 20 Mile Rd	Marshall MI 49068	34-43-25-08-00000.0540
55	Hunter, Robert	1725 Main St D16	Fort Myers FL 33931	34-43-25-08-00000.0550
56	Slagle, Harold & Ruth	5558 Palm Beach Blvd #56	Fort Myers FL 33905	34-43-25-08-00000.0560
57	Mayo, Rudy & Tootie	34 Stonewood Place	Catasauqua PA 18032	34-43-25-08-00000.0570
58	Roche, John	5558 Palm Beach Blvd # 58	Fort Myers FL 33905	34-43-25-08-00000.0580
59	Patton, Charlotte	5558 Palm Beach Blvd # 59	Fort Myers FL 33905	34-43-25-08-00000.0590
60	Thornton, Ken & Camille (Rental)	3550 Mentel	Monroe MI 48162	34-43-25-08-00000.0600
60A	Wilson, Ted & Rita	341 Heatherwood St Sw	N Canton OH 44720	34-43-25-08-00000.060A
60C	Doban, Mac (For Sale)	12101 Bradley Dr	N Huntington PA 15842	34-43-25-08-00000.060C
60D	Lockhart, Jerry	5558 Palm Beach Blvd # 60D	Fort Myers FL 33905	34-43-25-08-00000.060D
61	For Sale (Vacant Lot)			34-43-25-08-00000.0610
62	Straley, Sandra	5558 Palm Beach Blvd # 62	Fort Myers FL 33905	34-43-25-08-00000.0620
63	Tarantino, Jo	5558 Palm Beach Blvd # 63	Fort Myers FL 33905	34-43-25-08-00000.0630
64	Leach, Norma	5558 Palm Beach Blvd # 64	Fort Myers FL 33905	34-43-25-08-00000.0640
65	Hawk, Florence	18 E Carothers Dr	Turtle Creek PA 15145	34-43-25-08-00000.0650
66	Avery, Loretta (Rental)	6170 Blanchett Rd	Newport Mi 48166	34-43-25-08-00000.0660
67	Streveler, Charles	5558 Palm Beach Blvd # 67	Fort Myers FL 33905	34-43-25-08-00000.0670
68	Peterman, Patrick & Sandra	1368 Andora NE	Carrollton OH 44615	34-43-25-08-00000.0680
69	Hogan, Doug & Pearl (for Sale)	7938 Willowbrook Cir	Mancelona MI 49659	34-43-25-08-00000.0690
70	For Sale (Vacant Lot)			34-43-25-08-00000.0700
72	Newlove, Rose	15316 CRJ	Wauseon OH 43567	02-44-25-08-00000.0720
73	Heath, Marcia	79 Moore St	Lisbon NH 03585	02-44-25-08-00000.0730
74	Callebs, Chester & Audrey	1292 Middlebury Rd	Kent OH 44240	02-44-25-08-00000.0740
75	Busby, George & Barbara	5558 Palm Beach Blvd # 75	Fort Myers FL 33905	35-43-25-08-00000.0750
76	Carl, Delbert (Rental)	4300-96 Riverside Drive	Punta Gorda FL 33982	35-43-25-08-00000.0760
77	Newport, Tom & Mary Lou	5558 Palm Beach Blvd # 77	Fort Myers FL 33905	35-43-25-08-00000.0770
78	Bielec, Bill & Maureen	3920 Parkview St	Monroe MI 48162	35-43-25-08-00000.0780
79	Smith, Bob & Leanne	5822 Burning Tree Lane	Macungie PA 18062	35-43-25-08-00000.0790
80	Davern, John	5558 Palm Beach Blvd # 80	Fort Myers FL 33905	35-43-25-08-00000.0800
81	Morgan, Anna	5558 Palm Beach Blvd # 81	Fort Myers FL 33905	35-43-25-08-00000.0810
82	Scott, Dean & Rosemary	10045 Eckel Jct Rd	Perrysburg OH 43551	35-43-25-08-00000.0820
83	McCourt, Betty	84 Elm St	Bangor ME 04401	35-43-25-08-00000.0830
84	Prough, Harold & Bernholz, Margery	1291 Gregg Rd	S Boardman MI 49680	35-43-25-08-00000.0840

Sun-N-Fun Homeowners Association, Inc.
Members Report

June 5, 2009

<u>Lot</u>	<u>Name</u>	<u>Address</u>	<u>City-State-Zip</u>	<u>Strap Number</u>
85	Hoskinson, Earl & Joanne	Route 2 Box 103	Salem WV 26426	35-43-25-08-00000.0850
86	Svik, Kathy (For Sale)			35-43-25-08-00000.0860
87	Bartholomew, Bob & Pat	4263 Oakleigh Rd	Allentown PA 18104	35-43-25-08-00000.0870
88	Hansen, Vincent	862 E 3100 North road	Clifton IL 60927	35-43-25-08-00000.0880
89	Hansen, Vincent	862 E 3100 North road	Clifton IL 60927	35-43-25-08-00000.0890
90	Davis, Dean	POBox 206	Almond NC 28702	35-43-25-08-00000.0900
91	Bartz, Alice	1117 12 th Ave	Moline IL 61265	35-43-25-08-00000.0910
92	Lehmann, Paul & Rose	1855 N Custer	Monroe MI 48162	35-43-25-08-00000.0920
97	Spiker, Glen & Betty	4936 W 13Th St	Speedway IN 46224	35-43-25-08-00000.0970
98	Hubbard, Joe	5558 Palm Beach Blvd #98	Fort Myers FL 33905	02-44-25-08-00000.0980
99	[Bale, Clyde & Coleen] & [Harvell, Tom & Connie]	4455 Scofield-Carleton Rd	Fort Smith AR 72903	02-44-25-08-00000.0990
100	McMahon, Loraine & MacMurthery, Earl	620 Huron	Vassar MI 48768	02-44-25-08-00000.1000
101	Weller, Tom & Diane	POBox 1215	Chincoteague VA 23336	02-44-25-08-00000.1010
102	For Sale (Vacant Lot)			02-44-25-08-00000.1020
103	Edwards, Danny	3686 Mentel	Monroe MI 48162	02-44-25-08-00000.1030
104	Wichman, Gayle	5558 Palm Beach Blvd # 104	Fort Myers, FL 33905	02-44-25-08-00000.1040
105	Moore, Harry	5558 Palm Beach Blvd # 105	Fort Myers FL 33905	02-44-25-08-00000.1050
106	For Sale (Vacant Lot)			02-44-25-08-00000.1060
107	Veness, Jr., Bob	5558 Palm Beach Blvd # 107	Fort Myers FL 33905	02-44-25-08-00000.1070
107A	For Sale (Vacant Lot)			02-44-25-08-00000.107A
108A	Reserved			02-44-25-08-00000.108A
108	For Sale (Vacant Lot)			02-44-25-08-00000.1080
109	Struffolino, Cliffird & Carole	2455 Bedford Lane	Northwood OH 43619	02-44-25-08-00000.1090
110	Martini, Gordon & Julia	7373 Sherman Church Rd #559	E Sparta OH 44626	02-44-25-08-00000.1100
111	Piegaro, Nick & Pat	5558 Palm Beach Blvd # 111	Fort Myers FL 33905	02-44-25-08-00000.1110
112	Dunn, Richard & Joyce	5295 Karafit Rd	Celina OH 45822	02-44-25-08-00000.1120
113	For Sale			02-44-25-08-00000.1130
114	Bergmoser, Mary	8630 Glenbush Ct	Mancelona MI 49659	02-44-25-08-00000.1140
115	Arbogast, Gregory & Linda	3860 Meridian Line Rd	Lewiston MI 49756	02-44-25-08-00000.1150
116	Hroncich, John & Sophia	10 Carlan Dr	Port Perry Ont CANADA L9L1P2	02-44-25-08-00000.1160
117	Hroncich, Joseph & Marjorie	41 Padfield Dr	Bowmanville, Ontario, CANADA L1C 5E7	02-44-25-08-00000.1170
118	Mieden, Allen & JoAnn	10439 Grafton Rd	Carleton MI 48117	02-44-25-08-00000.1180
119	Hurst, Tom & Jean (Daughter)	5095 Smokey Hollow Lane	Clarkston MI 48348	02-44-25-08-00000.1190
120	Dawson, Penny	8765 Grant Rd	Shelby MI 49455	02-44-25-08-00000.1200
121	Higgins, Betty	5558 Palm Beach Blvd # 121	Fort Myers FL 33905	02-44-25-08-00000.1210
122	Byrum, Robert & Dorothy	116 Parkside Dr	Greenville OH 45331	02-44-25-08-00000.1220
201	Freeman, Ken & Karen	3877 Nelson Dr	Newport MI 48166	35-43-25-08-00000.2010
203	Parsons, Ruth & Beyer, Dean	401 Daina Ave	Batavia OH 45103	35-43-25-08-00000.2030

Sun-N-Fun Homeowners Association, Inc.
Members Report

June 5, 2009

<u>Lot</u>	<u>Name</u>	<u>Address</u>	<u>City-State-Zip</u>	<u>Strap Number</u>
204	Bergmoser, Lee & Mary	8630 Glenbush Ct	Mancelona MI 49659	35-43-25-08-00000.2040
205	Bergmoser, Daniel (Rental)	8630 Glenbush Ct	Mancelona MI 49659	35-43-25-08-00000.2050
206	Laue, Glenda	24321 E 1380 St	Geneseo IL 61254	35-43-25-08-00000.2060
207	Paeglow, Joe & Edna	32 Continental Rd	Rotterdam NY 12306	35-43-25-08-00000.2070
209	Smith, Bob	1527 Edgewood Avenue	Rochester NY 14618	35-43-25-08-00000.2090
210	Warren, Michael	5558 Palm Beach Blvd #418	Fort Myers FL 33905	35-43-25-08-00000.2100
211	Jones, Bob & Sammie	POBox 856	Meredith NH 03253	35-43-25-08-00000.2110
212	Vine, Nancy	13803 Watersway Dr	Gibraltar MI 48173	35-43-25-08-00000.2120
213	Clark, Richard	5558 Palm Beach Blvd # 213	Fort Myers FL 33905	35-43-25-08-00000.2130
214	Kerpet, Charles (Rental)	35482 Minton	Livonia MI 48150	35-43-25-08-00000.2140
215	Redding, Graeme & Shirley (For Sale or Rental)	900 S 68th Lane	Fort Smith AR 72903	35-43-25-08-00000.2150
216	Peer, Bob & Lucy	4998 Greenville	Newport Mi 48166	35-43-25-08-00000.2140
217	Thomson, James & Pauline	10255 Townsend Rd	Maybee MI 48159	35-43-25-08-00000.2170
218	Liberty, Marvin & Beverly	457 Sycamore	Coldwater MI 49036	35-43-25-08-00000.2180
220	Power, Robert & Patricia	9940 St Rt 503	Camden OH 45311	02-44-25-08-00000.2200
221	Wentworth, Ed & Carolyn	5558 Palm Beach Blvd # 221	Fort Myers FL 33905	02-44-25-08-00000.2210
222	Souva, Ray & Bev	8494 S Newport Rd	Newport Mi 48166	02-44-25-08-00000.2220
223	Woolf, Mel	2873 Black Creek Rd	Muskegon MI 49444	02-44-25-08-00000.2230
224	Burchette, Leon & Laura	103 Sylvan Dr	Monroe MI 48162	02-44-25-08-00000.2240
225	Sachs, Floyd & Nancy	2642 N Monroe St	Monroe MI 48162	02-44-25-08-00000.2250
226	Gilders, Shirley	5558 Palm Beach Blvd # 226	Fort Myers FL 33905	02-44-25-08-00000.2260
227	Hubbard, George & Elsie-Nadine	PO Box 1533	London KY 40743	02-44-25-08-00000.2270
228	Fayette, Dave & Mary	3 Arbuckle Lane	Colton NY 13625	02-44-25-08-00000.2280
229	Sholette, Naomi & Coleman, Harry	POBox 365	Three Mile Bay NY 13693	02-44-25-08-00000.2290
230	Neitz, Alice	5558 Palm Beach Blvd # 230	Fort Myers FL 33905	02-44-25-08-00000.2300
231	Francis, Dave & Carolyn	2640 Western Hills Dr	Nashville TN 37214	02-44-25-08-00000.2310
232	Manley, Jim & Mary K	538 Willow Dr	Coldwater MI 49036	02-44-25-08-00000.2320
232A	For Sale (Vacant Lot)			02-44-25-08-00000.232A
241	Anderson, Richard	5558 Palm Beach Blvd # 241	Fort Myers FL 33905	35-43-25-08-00000.2410
242	Taylor, David Lee & Sarah	10745 Petrieville Hwy	Eaton Rapids MI 48827	35-43-25-08-00000.2420
243	Bergmoser, Lee (Rental)	8630 Glenbush Ct	Mancelona MI 49659	35-43-25-08-00000.2430
244	Turner, Stas'	5558 Palm Beach Blvd # 244	Fort Myers FL 33905	35-43-25-08-00000.2440
245	Bussell, Ken & Vanda (For Sale)	28955 Van Horn Rd	New Boston MI 48164	35-43-25-08-00000.2430
247	Kondratko, Pete	3608 Evergreen	Newport Mi 48166	35-43-25-08-00000.2470
248	Campbell, Bill	1621Lofton Way	Ft Wayne IN 46815	35-43-25-08-00000.2480
249	Gilders, Tom & Robin	5558 Palm Beach Blvd # 249	Fort Myers FL 33905	35-43-25-08-00000.2490
250	Tuleja, Bill & Sheryl	151 Plum Hollow	Fennville MI 49048	35-43-25-08-00000.2500
251	Redding, Graeme & Shirley (For Sale or Rental)	900 S 68th Lane	Fort Smith AR 72903	35-43-25-08-00000.2510

Sun-N-Fun Homeowners Association, Inc.
Members Report

June 5, 2009

<u>Lot</u>	<u>Name</u>	<u>Address</u>	<u>City-State-Zip</u>	<u>Strap Number</u>
252	Savitz, Robert (For Sale)	6145 Weaversville Rd	Bethlehem PA 18017	35-43-25-08-00000.2520
253	Wich, Larry & Kathy	3372 Starboard Drive	Holland MI 49424	35-43-25-08-00000.2530
254	Hill, Dale & Joyce	1101-415 Heritage Cres	Sas CANADA S7H5N2	35-43-25-08-00000.2540
255	Haney, Jerry & Carol	1000 Stonewall NE	Canton OH 44721	35-43-25-08-00000.2550
256	Osborne, Ken & Sidney	421 Diana Ave	Bataviz OH 45103	35-43-25-08-00000.2560
257	Whitlow, Roger & Faye	765 Clay St	London KY 40741	02-44-25-08-00000.2570
258	McNames, Genevieve	2926 Vinton Ave	Rockford IL61101	02-44-25-08-00000.2580
259	Keilman, Ron & Bette	10627 Grafton Rd	Carleton MI 48117	02-44-25-08-00000.2590
260	Peer, Sam	6401 W Kelly Rd	Lake City MI 49651	02-44-25-08-00000.2600
261	Wilbur, Richard	364 Bald Hill Rd	Spencer NY 14883	02-44-25-08-00000.2610
262	Grant, Donald & Meldonna	167 Earle Dr	Carleton MI 48117	02-44-25-08-00000.2620
263	Call, Bill & Mel	4164 Fifth St	Newport Mi 48166	02-44-25-08-00000.2630
264	Bissman, Ray	7903 Old River Road	Rockford IL 61103	02-44-25-08-00000.2640
265	Sholette, Bob & Linda (For Sale or Rental)	POBox 133	Three Mile Bay NY 13693	02-44-25-08-00000.2650
266	VanDorn, Ron (Rental)	5113 Wells Road	Petersburg MI 49270	02-44-25-08-00000.2660
267	Gilk, Edward	917 Pinecrest Rd	Girard OH 44420	02-44-25-08-00000.2670
268	Lamoureux, Gerry & LuLu	5558 Palm Beach Blvd # 268	Fort Myers FL 33905	02-44-25-08-00000.2680
269	Sholette, Bob & Linda	P O Box 133	Three Mile Bay NY 13693	02-44-25-08-00000.2690
270	For Sale (Vacant Lot)			02-44-25-08-00000.2700
270A	For Sale (Vacant Lot)			02-44-25-08-00000.270A
270B	Savitz, Robert & Mary	6145 Weaversville Rd	Bethlehem PA 18017	02-44-25-08-00000.270B
271	Hoyt, Jim & Phylis	14-1 S Meadow Village	Carver MA 02330	02-44-25-08-00000.2710
271A	Bussell, Ken & Vanda	28955 Van Horn Rd	New Boston MI 48164	02-44-25-08-00000.271B
272	Legrett, Frank & Mary Lou	1011 Volkman Dr	Victor NT 14564	02-44-25-08-00000.2720
273	Mouser, Chuck & Bea (Rental)	9994 CR 48	West Mansfield OH 43358	02-44-25-08-00000.2730
274	Carpenter, Robert & Debra	8444 Brown Road	Curtice OH 43412	02-44-25-08-00000.2740
275	Hawkins, Sam & Hazel	5558 Palm Beach Blvd # 275	Ft Myers FL 33905	02-44-25-08-00000.2750
276	Keneske, Bud & Bev	5558 Palm Beach Blvd # 276	Ft Myers FL 33905	02-44-25-08-00000.2760
277	McCullough, Roger	5558 Palm Beach Blvd # 277	Ft Myers FL 33905	02-44-25-08-00000.2770
278	Avery, Richard & Loretta	6170 Blanchett Rd	Newport Mi 48166	02-44-25-08-00000.2780
279	Barnes, Naman & Carolyn	7003 Ashworth Court	Salisbury MD 21804	02-44-25-08-00000.2790
280	Hedrick, Bob & Linda	23619 Talbot	St Clair Shores MI 48082	02-44-25-08-00000.2800
281	Dombek, Leonard & Alberta	29401 Martinsville	New Boston MI 48164	02-44-25-08-00000.2810
282	Sanders, Fred & Zarba, Connie	2621 Elson Green Ave	Va Beach VA 23456	02-44-25-08-00000.2820
283	Redding, Graeme & Shirley (For Sale or Rental)	900 S 68th Lane	Fort Smith AR 72903	02-44-25-08-00000.2830
300	Dulek, Bob & Jean	27770 Gilbert	Warren MI 48093	02-44-25-08-00000.3000
301	McReavy, Jerry & Audrey (For Sale)	46551 266th St	Sioux Falls SD 57033	02-44-25-08-00000.3010
302	Smith, Allen & Ruth	2540 Carleton-Rockwood Rd	Carleton MI 48117	02-44-25-08-00000.3020

Sun-N-Fun Homeowners Association, Inc.
Members Report

June 5, 2009

<u>Lot</u>	<u>Name</u>	<u>Address</u>	<u>City-State-Zip</u>	<u>Strap Number</u>
303	Higgins, Chuck & Betsy	16 Shaw St	East Longmeadow MA 01028	02-44-25-08-00000.3030
304	Haiflich, Douglas & Karen	6348 Marchinn Rd	Ravenna OH 44266	02-44-25-08-00000.3040
305	Newman, Kriss	6533 73rd Ave	Indianola IA 50125	02-44-25-08-00000.3050
306	Anson, Ron & Helen	426 Country Dr	Monroe MI 48162	02-44-25-08-00000.3060
307	Greene, Buddy & Pat	7264 Natalie Dr	Ypsilanti MI 48197	02-44-25-08-00000.3070
308	Thornton, Ken & Camille	3550 Mentel	Monroe MI 48162	02-44-25-08-00000.3080
309	Argersinger, Andy & Betty	62269 Lagoon Dr	Cassopolis MI 49031	02-44-25-08-00000.3090
310	Kisner, Gerald & Mary	12801 Sweitzer Rd	Carleton MI 48117	02-44-25-08-00000.3100
311	Harden, Coleen	5558 Palm Beach Blvd # 311	Fort Myers FL 33905	02-44-25-08-00000.3110
312	Frankhouse, Jack & Barbara	1704 Fredericks Dr	Monroe MI 48162	02-44-25-08-00000.3120
313	Redding, Jerry & Pat	276 Ray Lane	Alna, AR 72921	02-44-25-08-00000.3130
314	Mouser, Chuck & Bea	9994 CR48	West Mansfield OH 43358	02-44-25-08-00000.3140
315	For Sale (Vacant Lot)			02-44-25-08-00000.3150
316	Reserved			02-44-25-08-00000.3160
325	Sonoras, Greg	PO Box 167	Newport MI 48166	35-43-25-08-00000.3250
400	Gorman, Jack & Mary Ann	18527 Ray St	Riverview MI 48192	03-44-25-08-00000.4000
401	Parent, Jerry & Bev	RR5 - Site 503 Box 40	Sas CANADA S7k3J8	03-44-25-08-00000.4010
402	Kull, Alfred	5558 Palm Beach Blvd # 402	Fort Myers FL 33905	03-44-25-08-00000.4020
403	Szakal, Catherine	5558 Palm Beach Blvd # 403	Fort Myers FL 33905	03-44-25-08-00000.4030
404	Rubino, Frederick	P O Box 1644	Ogunquit ME 03907	03-44-25-08-00000.4040
405	Ferreira, Ed & Gerry	29 Pound St	Medfield MA 02052	03-44-25-08-00000.4050
406	Malone, Tom & June	2 Montello St	Worcester MA 01603	03-44-25-08-00000.4060
407	O'Toole, John & Irene	31 Pound St	Medfield MA 02052	03-44-25-08-00000.4070
408	For Sale (Vacant Lot)			03-44-25-08-00000.4080
409	DeCarlo, Ellen	3424 Tangent st	Youngstown OH 44502	03-44-25-08-00000.4090
410	Beyer, Bob & Ruth Ann	5558 Palm Beach Blvd # 410	Fort Myers FL 33905	03-44-25-08-00000.4100
411	Long, Jerry & Alberta	5558 Palm Beach Blvd # 411	Fort Myers FL 33905	03-44-25-08-00000.4110
412	Byrum, Larry & Alice (For Sale)	10630 Pelican Preserve Blvd # 102	Fort Myers FL 33913	03-44-25-08-00000.4120
413	Moore, Charles & Barbara	5558 Palm Beach Blvd # 413	Fort Myers FL 33905	03-44-25-08-00000.4130
414	For Sale (Vacant Lot)			03-44-25-08-00000.4140
415	For Sale (Vacant Lot)			03-44-25-08-00000.4150
416	Snyder, Bob	5558 Palm Beach Blvd #416	Fort Myers FL 33905	03-44-25-08-00000.4160
417	Schmalz, Art & Lou	12376 Kingston Way - Barony Woods	Dubugue IA 52001	03-44-25-08-00000.4170
418	Warren, Jim & Margies	5558 Palm Beach Blvd # 418	Fort Myers FL 33905	03-44-25-08-00000.4180
419	For Sale (Vacant Lot)			03-44-25-08-00000.4190
420	McKinney, Charles & June	160 Airport Lane	Georgetown, OH 45121	03-44-25-08-00000.4200
421	Groat, Clyde & Sally	5558 Palm Beach Blvd # 421	Fort Myers FL 33905	03-44-25-08-00000.4210
422	Schumacher, Roger	6450 Henry Road	Erie IL 61250	03-44-25-08-00000.4220

Sun-N-Fun Homeowners Association, Inc.
Members Report

June 5, 2009

<u>Lot</u>	<u>Name</u>	<u>Address</u>	<u>City-State-Zip</u>	<u>Strap Number</u>
423	Bello, Domick & Audrey	3544 Horseshoe Island	Clay KY 13041	03-44-25-08-00000.4230
424	[Bond, Vernon] & [Quintana, Mary]	966 NH Rt 4A	Enfield, NH 03748	03-44-25-08-00000.4240
425	Powers, Dick & Carol	5558 Palm Beach Blvd # 425	Fort Myers FL 33905	03-44-25-08-00000.4250
426	Engelhardt, Don & Norma	226 Willow Ave NE	Massillon OH 44646	03-44-25-08-00000.4260
427	Hartley, Margaret	5558 PalmBeach Blvd # 427	Fort Myers FL 33905	03-44-25-08-00000.4270
428	Bartholomew, Ruth	5558 PalmBeach Blvd # 428	Fort Myers FL 33905	03-44-25-08-00000.4280
429	Hanna, Len	5558 PalmBeach Blvd # 429	Fort Myers FL 33905	03-44-25-08-00000.4290
430	Baryla, Ed & Arlene	5558 PalmBeach Blvd # 430	Fort Myers FL 33905	03-44-25-08-00000.430
431	Nichols, Don & Jean	309 Woodland St SW	Hartville OH 44632	03-44-25-08-00000.4310
432	Gaynor, Tamma	360 S Pleasant Hill Blvd	Pleasant Hill IN 50327	03-44-25-08-00000.4320
433	Doucette, Bob & Marcie	5558 PalmBeach Blvd # 433	Fort Myers FL 33905	03-44-25-08-00000.4330
434	Korf, Rich	5558 PalmBeach Blvd # 434	Fort Myers FL 33905	03-44-25-08-00000.4340
435	Carlyle, Tom & Janice	934 Ridge Rd	Denison IA 51442	03-44-25-08-00000.4350
436	Neel, Bob & Vi (Rental)	3405 Mayapple Trilliam Pointe #11	Jackson MI 49201	03-44-25-08-00000.4360
437	Bur, Dick & Felicia	7757 Woodthrush	Gaylord MI 49735	03-44-25-08-00000.4370
438	Wilson, Harold & Fran	5558 PalmBeach Blvd # 438	Fort Myers FL 33905	03-44-25-08-00000.4380
439	Young, Marilyn	4878 SR634	Continental OH 45831	03-44-25-08-00000.4390
440	Goodman, Mike & Barbara	139 Park St	Canandaigua NY 14424	03-44-25-08-00000.4400
441	Gagnon, Louie & Winona	5558 PalmBeach Blvd # 441	Fort Myers FL 33905	03-44-25-08-00000.4410
442	Cole, Don & Linda	111 S East St	Chelsea MI 48118	03-44-25-08-00000.4420
443	Mulligan, Tom & Sue	5558 PalmBeach Blvd # 443	Fort Myers FL 33905	03-44-25-08-00000.4430
444	Langton, Ed & Donna	3010 Heiss Rd	Monroe MI 48162	03-44-25-08-00000.4440

ADU 2009-00049



ADMINISTRATIVE ACTION REQUEST SUPPLEMENT H FOR UNINCORPORATED AREAS ONLY

RECEIVED JUL 1 2009

ADMINISTRATIVE AMENDMENT TO A PUD OR PLANNED DEVELOPMENT PER LCLDC SECTION 34-380(b) or FINAL PLAN APPROVAL FOR A PLANNED DEVELOPMENT

Case Number: Project Name: Sun 'n Fun MHPD Applicant's Name: Sun 'n Fun Mobile Homeowners Association, Inc. STRAP Number(s): 02-44-25-08-0000B.00CE

Indicate whether REQUEST is for:

- X ADMINISTRATIVE AMENDMENT (please complete PART 1, PART 2., & PART 3.) FINAL PLAN APPROVAL (please complete PART 1, PART 2, & PART 4.)

*Planning District: Fort Myers Shores

*If located within the Estero Planning Community and the request includes administrative deviations amending the Master Concept Plan or other provisions of the applicable zoning resolution, please provide meeting summary document (see PART 2.C.). See LCLDC Section 33-54(a)(2).

If the request is for an administrative amendment to a PUD or to a Planned Development or Final Plan Approval please submit the "Application for Administrative Action" form for unincorporated areas and Supplement H including the following:

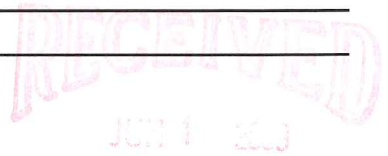
PART 1. APPLICATION INFORMATION

- A. ORIGINAL PROJECT NAME (if different than Project Name currently used): Sun 'n Fun MHPD B. ORIGINAL REZONING RESOLUTION NUMBER: Z-09-007 C. SUBSEQUENT ZONING ACTION RESOLUTION/CASE NUMBERS (if any): Please list all previous zoning and administrative actions (approvals and denials) on this project subsequent to the original rezoning including Resolution Numbers and Case Numbers (provide added sheets, if necessary; label as Exhibit H-1.C.). None

D. **DEVELOPMENT ORDER NUMBERS FOR PROJECT** (if any): Please list all local development orders approved on this project. Please indicate the status of each development order (provide added sheets, if necessary; label as **Exhibit H-1.D.**).

None

_____	_____
_____	_____
_____	_____
_____	_____



**PART 2.
REQUESTED ACTION**

A. **WRITTEN NARRATIVE:** Please provide a written narrative statement explaining exactly what is proposed. Label as **Exhibit H-2.A.**

B. **RELIEF/DEVIATIONS:** Is any relief requested from the provisions of the Lee County Land Development Code? NO. YES.

If the answer is **YES**, provide a **written narrative statement** explaining the specific relief requested (a schedule of deviations). Include specific references to any section (number{s} and name{s}) of the Lee County Land Development Code (LCLDC) from which relief is sought including why the requested relief is necessary and how it will affect the project. Explain what conditions currently exist which warrant this request for relief from the regulations (a written justification for each of the requested deviations). Label narrative statement as **Exhibit H-2.B.1.**

Also provide three (3) sets of drawings detailing any proposed deviations or changes to the MASTER CONCEPT PLAN (MCP) in 11" X 17" size (two originals required) and one (1) 24" x 36" size. All deviation requests must be specifically keyed to the location on the MCP. Label deviation drawing(s) as **Exhibit H-2.B.2.**

C. Is the property located within the Estero Planning Community and does the request include administrative deviations amending the Master Concept Plan or other provisions of the applicable zoning resolution? NO. YES. **IF YES**, submit a copy of the Estero Planning Community Summary Document. Label **Exhibit H-2.C.**

**PART 3.
ADDITIONAL SUBMITTAL REQUIREMENTS FOR ADMINISTRATIVE AMENDMENT APPLICATIONS**

Please submit the following for all Administrative Amendment Applications:

A. **AREA LOCATION MAP:** An **Area Location Map** (on 8.5" by 11" paper) must be provided. The map must be marked to show the location of the property to be developed in relation to arterial and collector streets as well as the location of existing easements and rights-of-way on or abutting the property. Label as **Exhibit H-3.A. [34-373(a)(4)b.]**

B. **APPROVED MASTER CONCEPT PLAN:** Provide one (1) APPROVED MASTER CONCEPT PLAN (MCP) and DETAILED DRAWINGS of any DEVIATIONS OR CHANGES BEING PROPOSED at a size of 24" X 36". Label as **Exhibit H-3.B. [34-373(a)(6)]**

C. **REDUCED SIZE MASTER CONCEPT PLAN:** Provide three (3) copies of the MASTER CONCEPT PLAN REDUCED to a maximum size of 11" x 17" (two originals required). Label as **Exhibit H-3.C.**

D. **ZONING RESOLUTIONS/ZONING DOCUMENTS:** Please attach three (3) copies of any zoning resolutions or documents that are still valid. Include the original rezoning resolution, final plan approval letters, Administrative Approval letters, and any other documentation granting relevant approvals. Label as **Exhibit H-3.D.**

PART 4.
ADDITIONAL SUBMITTAL REQUIREMENTS FOR FINAL PLAN APPROVAL APPLICATIONS

Please submit the following for all Final Plan Approval Applications:

- A. **AREA LOCATION MAP: An Area Location Map** (on 8.5" by 11" paper) must be provided. The map must be marked to show the location of the property to be developed in relation to arterial and collector streets as well as the location of existing easements and rights-of-way on or abutting the property. Label as **Exhibit H-4.A. [34-373(a)(4)b.]**

- B. **APPROVED MASTER CONCEPT PLAN:** Provide one (1) APPROVED MASTER CONCEPT PLAN (MCP) and DETAILED DRAWINGS of any DEVIATIONS OR CHANGES BEING PROPOSED. Label as **Exhibit H-4.B. [34-373(a)(6)]**

- C. **PROPOSED FINAL PLAN:** Please submit three (3) copies of the proposed Final Plan consistent with the approved Master Concept Plan and the approved Zoning Resolution. This proposed Final Plan must show any DEVIATION(s) keyed on the plan to identify the location of the specific deviation. Label as **Exhibit H-4.C.**

- D. **REDUCED SIZE COPY OF THE PROPOSED FINAL PLAN:** Please submit three (3) copies of the proposed Final Plan REDUCED to a maximum size of 11" x 17" (two originals required). Label as **Exhibit H-4.D.**

- E. **ZONING RESOLUTIONS/ZONING DOCUMENTS:** Please attach three (3) copies of any zoning resolutions or documents that are still valid. Include the original rezoning resolution, final plan approval letters, Administrative Approval letters, and any other documentation granting relevant approvals. Label as **Exhibit H-4.E.**

**PART 5.
SUBMITTAL REQUIREMENTS**

THE NUMBER OF COPIES REQUIRED FOR EACH SUBMITTAL ITEM/EXHIBIT IS INDICATED BELOW. PLEASE NOTE THAT THIS SUPPLEMENT NEEDS TO BE ACCOMPANIED BY THE APPLICATION FOR ADMINISTRATIVE ACTION. COPIES OF BOTH OF THESE APPLICATIONS SHOULD BE SUBMITTED TOGETHER IN SETS OF THREE ALONG WITH ALL OTHER REQUIRED DOCUMENTATION. ADDITIONAL SUBMITTAL ITEMS (listed below) SHOULD BE SUBMITTED AS A GROUP WITH THE APPROPRIATE NUMBER OF COPIES PROVIDED AS NOTED BELOW.

Copies Required*	Exhibit Number	SUBMITTAL ITEMS
		FOR ADMINISTRATIVE AMENDMENT APPLICATIONS and FOR FINAL PLAN APPROVAL APPLICATIONS
3		Completed Application for Administrative Action Form [34-201(b)]
1		Filing Fee - [34-202(a)(9)]
3	SUP H	Administrative Amendment to a PUD or Planned Development request Supplement Form
3	H-1.C	Subsequent Zoning Action Resolution/Case Numbers (if any and if added sheet is necessary)
3	H-1.D	Development Order Numbers for the Project (if any and if added sheets are necessary)
3	H-2.A	Written Narrative explaining what, exactly, is proposed
3	H-2.B.1	Schedule of Deviations and Justification Statement for each requested deviation (if YES was answered to Item # 2.B.)
1	H-2.B.2	Site plan (24" X 36" size) detailing each requested deviation (if YES was answered to Item # 2.B.)
3	H-2.B.2	Reduced site plans (11" X 17" size) detailing each requested deviation (if YES was answered to Item # 2.B.) - two originals required
		ADDITIONAL SUBMITTAL ITEMS FOR ADMINISTRATIVE AMENDMENT APPLICATIONS
3	H-3.A	Area Location Map (8 ½' X 11" size)
1	H-3.B	Approved Master Concept Plan and detailed drawings of any proposed deviations (24" X 36" size)
3	H-3.C	Master Concept Plan (11" X 17" maximum size) including detailed drawings of any proposed deviations - two originals required
3	H-3.D	Zoning Resolutions/Zoning Documents
		ADDITIONAL SUBMITTAL REQUIREMENTS FOR FINAL PLAN APPROVAL APPLICATIONS
3	H-4.A	Area Location Map (8 ½' X 11" size)
3	H-4.B	Approved Master Concept Plan and detailed drawings of any proposed deviations (24" X 36" size)
1	H-4.C	Proposed Final Plan including Deviations keyed to the plan (24" X 36" size)
3	H-4.D	Proposed Final Plan (11" X 17" maximum size) - two originals required
3	H-4.E	Zoning Resolutions/Zoning Documents

* At least one copy must be an original

Sun-N-Fun

Exhibit H-2.A. - Description of Proposed Development

Proposed is a modification to zoning resolution Z-09-007 to create two separate lots. As indicated on the approved Master Concept Plan, there are two proposed uses for the property: open storage and recreation. These uses are ancillary to the surrounding mobile home residential park and limited to the use by the residents. The proposed amendment would divide the 11.19-acre parcel into 8.17-acre and 3.02-acre parcels.

From a business operation standpoint, the Sun 'n Fun Mobile Home Owner's Association has determined it to be in their best interest to divide the existing lot into two separate lots. If approved, both the recreational lot and the open storage lot will continue to be common elements of the development and will be maintained and operated by the property owner's association. The approval of this lot split request will not result in a decrease in buffering, open space or landscaping, nor will it increase the permitted heights and intensities approved for this project.

In addition, it is requested to amend the setback on the recreational lot (proposed Lot B) from 15' to 8' for the existing bocce ball courts and from 15' to 11' for the existing storage shed. This is the proposed recreational area where the amenities have existed for some period of time and where no buffers were planned. The reduced setbacks are not anticipated to have any detrimental impacts on the surrounding residents.

ADD 2009-00049



COMMUNITY DEVELOPMENT



Lot Regulations

Minimum lot size: 11 acres per Zoning resolution Z-09-007
Proposed Lot A= 3.02 AC
Proposed Lot B= 8.17 AC

Open Space Required (30% Overall) = 4.48 AC
Open Space Lot A = 0.91 AC required
= 1.10 AC provided

Open Space Required (30% Overall) = 8.17 AC
Open Space Lot B = 2.61 AC required
= 8.04 AC provided

Total Open Space provided = 9.14 AC

Setbacks:
Required 15'

Provided: Lot A= 15'
Lot B= 11'

Parking- none required

ADD 2009-00049

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COMMUNITY DEVELOPMENT



**Location
 Map**

S-02, T-44, R-25
 Lee County, Florida

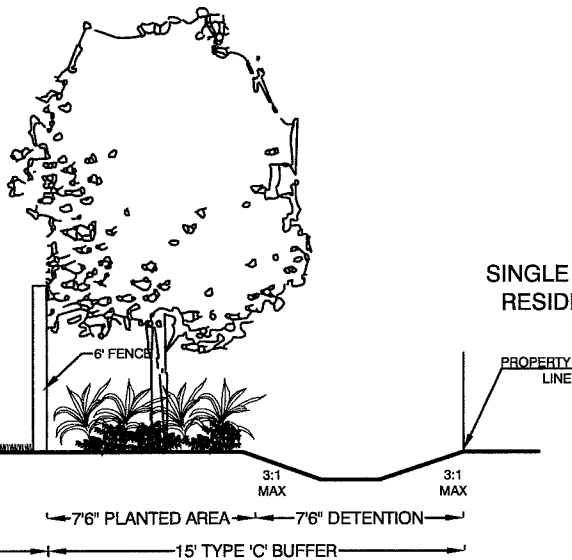
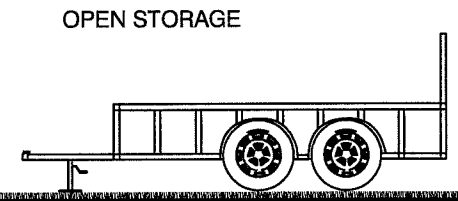
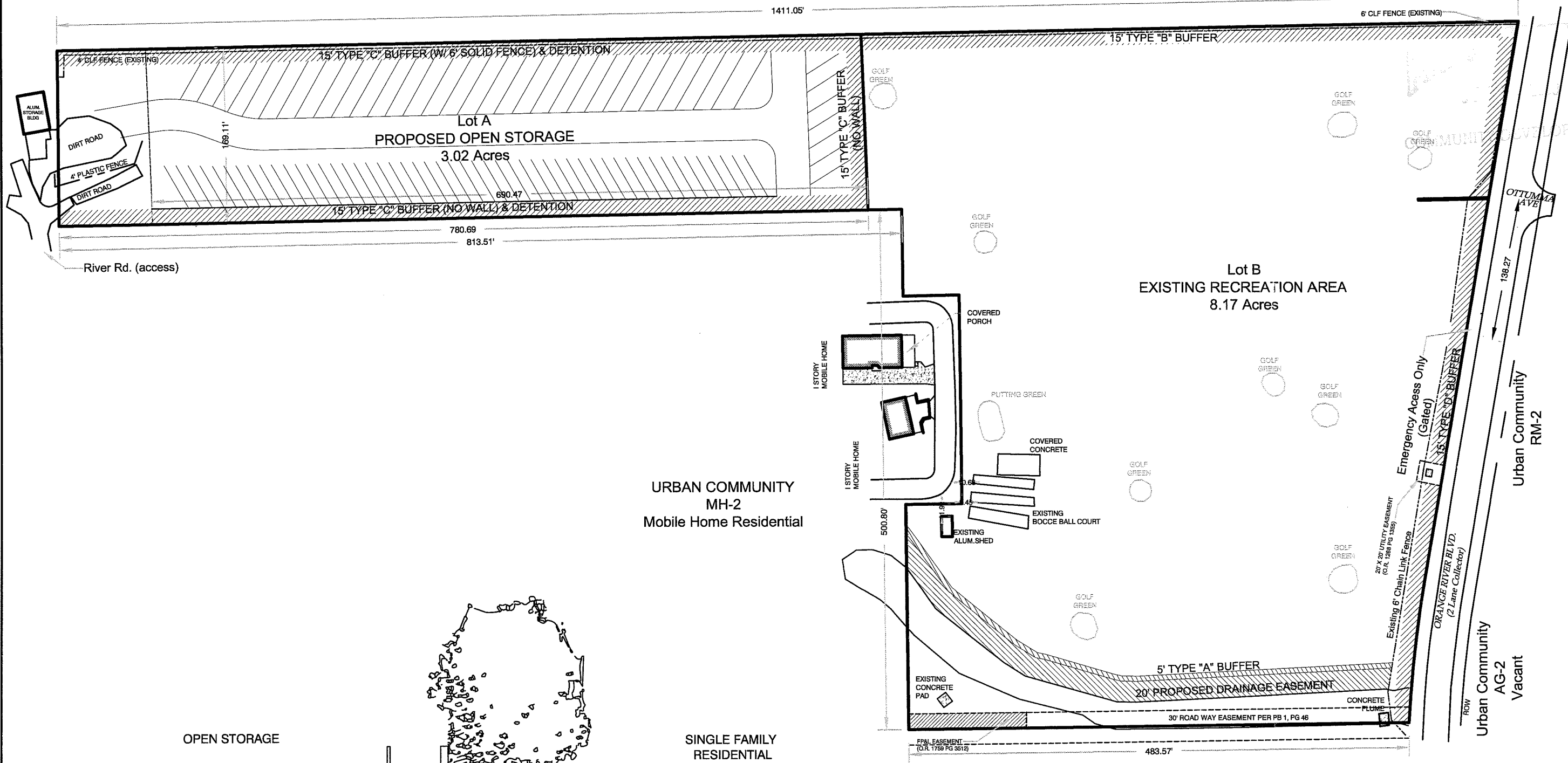
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 JUN 1 2009

COMMUNITY DEVELOPMENT

ADD 2009-00049

URBAN COMMUNITY
RS-1
Single Family Residential

ADD 2009-00049

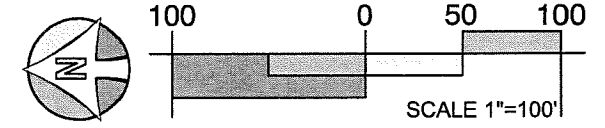


15' TYPE "C" BUFFER W/ FENCE

Site Area= 11.19 AC

FLU: Urban Community
Zoning: MHPD Open Storage: 3.02 AC
 Recreation Area: 8.17 AC
40% Open Space Required: 4.48 AC
Open Space Provided: 4.48 AC min.

URBAN COMMUNITY
MH-2
Mobile Home Residential



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REVISIONS

Fort Myers
Tallahassee
Gainesville

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MORRIS DEPEW
ENGINEERS, PLANNERS & SURVEYORS
LANDSCAPE ARCHITECTS
FL. CA. NO. 6532 / FL. CERT. NO. 186681 / LC26000330

REVISED MASTER CONCEPT PLAN

SUN-N-FUN
Sun-N-Fun Mobile Homeowners Association
Lee County, Florida

MDA PROJECT: 07117
DESIGNED BY: JJ DRAWN BY: AN
DATE: 8/12/08
SHEET 1

EXHIBIT AA-3.C.1

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

A TRACT OR PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 2, S. 00°43'30" E. A DISTANCE OF 815.00 FEET TO A THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID WEST SECTION LINE S. 00°43'30" E. A DISTANCE OF 483.57 FEET TO AN INTERSECTION WITH THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF ORANGE RIVER BOULEVARD (STATE ROAD 80-A); THENCE RUN EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1170.92 FEET, A DELTA ANGLE OF 6°40'07", A CHORD BEARING OF S. 83°44'47" E., A CHORD LENGTH OF 136.20 FEET FOR AN ARC LENGTH OF 136.28 FEET; THENCE RUN ALONG SAID RIGHT-OF-WAY S. 80°24'44" E. A DISTANCE OF 373.99 FEET TO A POINT; THENCE RUN N. 01°03'44" W. A DISTANCE OF 68.05 FEET TO A POINT; THENCE RUN N. 88°51'08" E. A DISTANCE OF 1.00 FEET TO A POINT; THENCE RUN S. 01°03'44" E. A DISTANCE OF 68.24 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE S. 80°24'44" E. A DISTANCE OF 172.06 FEET TO THE SOUTHWEST CORNER OF THE ORANGE RIVER HILLS SUBDIVISION, UNIT 1, AS RECORDED IN PLAT BOOK 29, PAGE 34, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID SUBDIVISION N. 01°03'44" W. A DISTANCE OF 1411.05 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 2; THENCE RUN ALONG SAID NORTH LINE S. 89°27'00" W. A DISTANCE OF 169.11 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE RUN S. 01°03'44" E. A DISTANCE OF 813.51 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 83.39 FEET TO A POINT; THENCE RUN S. 00°43'25" E. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 200.58 FEET TO A POINT; THENCE RUN N. 00°43'25" W. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 216.83 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 487,375 SQUARE FEET OR 11.189 ACRES.

ADD 2009-00049

COMMUNITY DEVELOPMENT

ADD 2009-00049

RESOLUTION NUMBER Z-09-007

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT

WHEREAS, an application was filed by the property owner, Sun-N-Fun Mobile Home Owners Assoc., Inc., to rezone a 11.19± acre parcel from Agricultural (AG-2), Residential Single-Family (RS-1) and Residential Two-Family Conservation (TFC-2) to Mobile Home Planned Development (MHPD) in reference to Sun-N-Fun Mobile Home Park; and

WHEREAS, a public hearing was advertised and held on March 4, 2009 with the record held open for written submission on March 6, 2009, before the Lee County Zoning Hearing Examiner, Richard A. Gescheidt, who gave full consideration to the evidence in the record for Case #DCI2008-00015; and

WHEREAS, a second public hearing was advertised and held on May 4, 2009, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A. REQUEST

The applicant filed a request to rezone a 11.19± acre parcel from AG-2, RS-1 and TFC-2 to MHPD, to allow open storage and private on-site recreational facilities for Sun-N-Fun Mobile Home Park. Potable water and sanitary sewer services are provided by Lee County Utilities. No development blasting is proposed. The property is located in the Urban Community Future Land Use Category and is legally described in attached Exhibit A. The request is APPROVED, SUBJECT TO the conditions and deviations specified in Sections B and C below.

SECTION B. CONDITIONS:

All references to uses are as defined or listed in the Lee County Land Development Code (LDC).

1. Master Concept Plan/Development Parameters: The development of this project must be consistent with the one-page Master Concept Plan (MCP) entitled "Sun-N-Fun, Sun-N-Fun Mobile Homeowners Association," dated August 12, 2008, date-stamped "RECEIVED MAY 12 2009, Community Development," attached hereto as Exhibit C, and except as modified by the conditions below. This development must comply with all requirements of the LDC at time of local development order approval, except as may be granted by deviation as part of this planned development.

If changes to the MCP or the Schedule of Uses, as recommended herein, are subsequently pursued, appropriate approvals will be required through the Public Hearing process.

2. Uses and Site Development Regulations

The following Limits apply to the project and uses:

a. Schedule of Uses

Accessory Uses and Structures
Essential Services, Group I only
Excavation, Water Retention Only
Fences, Walls
Recreational Facilities, Private on-site
Signs in Accordance with Chapter 30
Storage, Open, accessory, limited to use by residents of Sun 'n Fun Mobile Home Park and subject to Condition Number 4
Temporary Uses

b. Site Development Regulations

Minimum Area:	11 acres
Minimum Setbacks from Development Perimeter for all structures, including Items contained in Storage area	15 feet
Minimum Setback from Internal lot lines	15 feet
Minimum Setback from Orange River Boulevard	25 feet
Maximum Height:	35 feet

3. Environmental Conditions

Prior to approval of a local development order, the following conditions must be met:

- a. The development order plans must delineate a minimum of 4.48 acres as common open space in substantial compliance with the approved MCP.
- b. Preservation in place or on-site relocation of all healthy Sabal palms with a minimum eight-foot clear trunk into the proposed landscape buffers. The relocation efforts must be done in a horticulturally correct manner per Lee County Extension Services Brochure LE8/2000A.
- c. Preservation of the existing mature slash pine, located along the west property line between the open storage area and mobile home residential uses.

- d. Preservation of all native trees located within the recreational area.
 - e. All required landscaped buffers must be planted with native vegetation.
4. Accessory Open Storage Conditions:
- a. The open storage area is limited to a maximum of 3.02 acres as depicted on the MCP, revised March 5, 2009, Exhibit C hereto.
 - b. The open storage area may only be utilized by residents of the Sun-N-Fun Mobile Home Park.
 - c. Within 90 days of approval of the rezoning request, a development order must be submitted for installation of the six-foot high solid fence and landscaped buffers, as conditioned in Deviation Numbers 1 and 2. If the applicant fails to submit an application for a development order within the designated time frame the open storage will be in non-compliance with the Zoning Resolution and will be cited as such.
 - d. The open storage area must be maintained in a dust-free manner.
 - e. The open storage area must be accessed internally through the existing entrance from River Road. Access from Orange River Boulevard is prohibited.
 - f. Permanent structures are prohibited in the accessory open storage area.
 - g. Maintenance, repairs or other mechanical work is prohibited in the open storage area.
 - h. The open storage area is limited to a maximum of 86 spaces, including motor vehicles, limited to passenger cars, pickup trucks, golf carts, campers, boats, trailers and motor homes or recreational vehicles (RV's). Storage of construction or farm equipment or materials, box trucks (rental/moving vehicles), utility/service trucks, tractor-trailer or semi-trailer trucks or any truck and trailer combination are prohibited. Boats sitting on trailers will be considered as one space.
 - i. Storage sheds or units ("pods") are prohibited within the open storage area.
5. Vehicular/Pedestrian Impacts: Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the LDC may be required to obtain a local development order.
6. Lee County Comprehensive Plan Consistency: Approval of this zoning request does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the Lee County Comprehensive Plan Planning Communities Map and Acreage Allocation Table, Map 16 and Table 1(b), be reviewed for, and found

consistent with, the retail commercial standards for site area, including range of gross floor area, location, tenant mix and general function, as well as all other Lee County Comprehensive Plan provisions.

7. Concurrency: Approval of this rezoning does not constitute a finding that the proposed project meets the concurrency requirements set forth in LDC Chapter 2 and the Lee County Comprehensive Plan. The developer is required to demonstrate compliance with all concurrency requirements prior to issuance of a local development order.
8. Compliance with Lee County Land Development Code: This development must comply with all of the requirements of the LDC at the time of local development order approval, except as may be granted by deviations approved as part of this planned development.
9. Development Order: A development order must be submitted and approved for the installation of the required landscaped buffers and wall.
10. Waste Management: Prior to any local development order approval for vertical development, the developer must provide facilities in compliance with LDC §10-261 and Solid Waste Ordinance #08-10 for the pick-up/disposal of solid waste and recyclables. The minimum area required for and specific locations of, these facilities will be reviewed at the time of local development order application.

SECTION C. DEVIATIONS:

1. Deviation (1) seeks relief from LDC §10-416(d)(4), which requires a Type "C" Buffer with an 8-foot-high wall, to not require the wall along the proposed internal lot lines. This deviation is APPROVED, SUBJECT TO the following conditions:
 - a. A Type "C" buffer, without a wall, consisting of 5 trees and 18 shrubs per 100 linear feet, must be planted along the 813.51(±) foot (northwestern) internal property line separating the open storage area from the residential dwelling lots.
 - b. A Type "C" buffer, without a wall, consisting of 5 trees and 18 shrubs per 100 linear feet, must be planted along the southern 170-foot internal separation between the open storage area and the recreation area.
2. Deviation (2) seeks relief from LDC §10-416(d)(4) (Note 1), which states that all trees and shrubs required in the buffer must be placed on the residential side of the wall to allow the proposed and existing vegetation, to be planted on the interior side of the existing chain-link fence along the eastern and northern property lines. This deviation is APPROVED, SUBJECT TO the following conditions:
 - a. Prior to approval by the Board of County Commissioners, the MCP and Deviation Number 2 must be revised to reflect LDC §10-421(a)(8) to allow

the plantings to be installed on the inside of the existing chain link fence, as conditioned.

- b. A Type "B" buffer, consisting of 5 trees and a double-staggered hedge row per 100 linear feet must be planted on the inside of the existing chain link fence along the southeastern portion of the property for approximately 631 feet.
3. Deviation (3) seeks relief from LDC §10-416(d)(6), which requires a 25-foot-wide Type "C" buffer with an 8-foot-high wall if roads, drives or parking areas are located less than 125 feet from an existing single-family residential subdivision or single-family residential lot, to permit a 6-foot-high solid fence, with a 15-foot-wide Type "C" buffer on the residential side of the fence. This deviation is APPROVED, SUBJECT TO the following conditions:
 - a) The six-foot high solid fence must be installed a minimum length of 780 feet along the eastern property perimeter in conjunction with a Type "C" buffer separating the open storage area and the abutting residential land uses. The plantings must be installed on the residential side of the solid fence and in substantial compliance with the cross-section depicted on the mcp. The plantings cannot be located within the detention area unless plant heights are increased.
 - b) A Type "B" buffer, with 5 trees per 100 linear feet and a double-staggered hedge row must be installed along the remaining 631± feet on the inside of the six-foot high chain link fence along the southeastern property boundary.
4. Deviation (4) seeks relief from LDC §34-1744(b)(2)a and states that a fence or wall located between a street right-of-way or easement and the minimum required street setback line may not exceed three feet in height, except that fences may be a maximum height of four feet so long as the fence is of open mesh screening and does not interfere with vehicle visibility requirements (see § 34-3131) at traffic access points. In this case, the 6-foot-high chain link fence should be located a minimum of 25 feet from the street right-of-way. Therefore, this deviation is required to permit approximately 145 feet of the existing 6-foot-high chain link fence along Orange River Boulevard to remain along the property boundary and the remainder of the fence along Orange River Boulevard to be located 20± feet from the property boundary. This deviation is APPROVED, SUBJECT TO the following conditions:
 - a. A Type "D" buffer, consisting of five (5) trees per 100 linear feet and a double-staggered hedge row, must be planted along the frontage of Orange River Boulevard for

approximately 145 feet, along the inside of the fence, where the fence is located on the property line.

- b. A Type "D" buffer, consisting of five (5) trees per 100 linear feet and a double-staggered hedge row, must be planted along the remaining 535± feet where the existing six-foot high chain link fence is set back 20 feet from the property line, with the exception of the area designated as a 20 x 20 utility easement.

SECTION D. EXHIBITS AND STRAP NUMBER:

The following exhibits are attached to this resolution and incorporated by reference:

- Exhibit A: Legal description of the property
Exhibit B: Zoning Map (with the subject parcel indicated)
Exhibit C: The Master Concept Plan

The applicant has indicated that the STRAP number for the subject property is: 02-44-25-08-0000B.00CE

SECTION E. FINDINGS AND CONCLUSIONS:

1. The applicant has proven entitlement to the rezoning by demonstrating compliance with the Lee Plan, the LDC, and any other applicable code or regulation.
2. The rezoning, as approved:
 - a. meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request; and,
 - b. is consistent with the densities, intensities and general uses set forth in the Lee Plan; and,
 - c. is compatible with existing or planned uses in the surrounding area; and,
 - d. will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development; and,
 - e. will not adversely affect environmentally critical areas or natural resources.
3. The rezoning satisfies the following criteria:
 - a. the proposed use or mix of uses is appropriate at the subject location; and
 - b. the recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest; and

- c. the recommended conditions are reasonably related to the impacts on the public interest created by or expected from the proposed development.
- 4. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.
- 5. The approved deviations, as conditioned, enhance achievement of the planned development objectives, and preserve and promote the general intent of LDC Chapter 34, to protect the public health, safety and welfare.

Commissioner Mann made a motion to adopt the foregoing resolution, seconded by Commissioner Hall. The vote was as follows:

Robert P. Janes	Aye
Brian Bigelow	Aye
Ray Judah	Aye
Tammara Hall	Aye
Frank Mann	Aye

DULY PASSED AND ADOPTED this 4th day of May 2009.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Keelien A. Motz*
Deputy Clerk

BY: *Ray Judah*
Ray Judah
Chair



Approved as to form by:

Robert Spickerman
Robert Spickerman
County Attorney's Office

RECEIVED
MINUTES OFFICE

2009 MAY 18 AM 10:00

DESCRIPTION DRAWING
 IN SECTION 2,
 TOWNSHIP 44 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

A TRACT OR PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 2, S. 00°43'30" E. A DISTANCE OF 815.00 FEET TO A THE POINT OF BEGINNING.
 FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID WEST SECTION LINE S. 00°43'30" E. A DISTANCE OF 483.57 FEET TO AN INTERSECTION WITH THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF ORANGE RIVER BOULEVARD (STATE ROAD 80-A); THENCE RUN EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1170.92 FEET, A DELTA ANGLE OF 6°40'07", A CHORD BEARING OF S. 83°44'47" E., A CHORD LENGTH OF 136.20 FEET FOR AN-ARC LENGTH OF 136.28 FEET; THENCE RUN ALONG SAID RIGHT-OF-WAY S. 80°24'44" E. A DISTANCE OF 373.99 FEET TO A POINT; THENCE RUN N. 01°03'44" W. A DISTANCE OF 68.05 FEET TO A POINT; THENCE RUN N. 88°51'08" E., A DISTANCE OF 1.00 FEET TO A POINT; THENCE RUN S. 01°03'44" E. A DISTANCE OF 68.24 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE S. 80°24'44" E. A DISTANCE OF 172.06 FEET TO THE SOUTHWEST CORNER OF THE ORANGE RIVER HILLS SUBDIVISION, UNIT 1, AS RECORDED IN PLAT BOOK 29, PAGE 34, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID SUBDIVISION N. 01°03'44" W. A DISTANCE OF 1411.05 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 2; THENCE RUN ALONG SAID NORTH LINE S. 89°27'00" W. A DISTANCE OF 189.11 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE RUN S. 01°03'44" E. A DISTANCE OF 813.51 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 83.39 FEET TO A POINT; THENCE RUN S. 00°43'25" E. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 200.58 FEET TO A POINT; THENCE RUN N. 00°43'25" W. A DISTANCE OF 54.22 FEET TO A POINT; THENCE RUN S. 89°16'35" W. A DISTANCE OF 216.83 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 487,375 SQUARE FEET OR 11.189 ACRES.

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 DEC 13 2008

COMMUNITY DEVELOPMENT

DCI 2008-00015

NOTES:

ORIENTATION BASED ON THE WEST LINE OF SECTION 2 AS BEARING S. 00°43'30" E. AS SHOWN IN THE PARCEL III LEGAL DESCRIPTION IN O.R.B. 1019, PAGE 26 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND BOTH SHEETS ARE INCLUDED.

THIS IS NOT A SURVEY.

EXHIBIT A
 1 OF 2

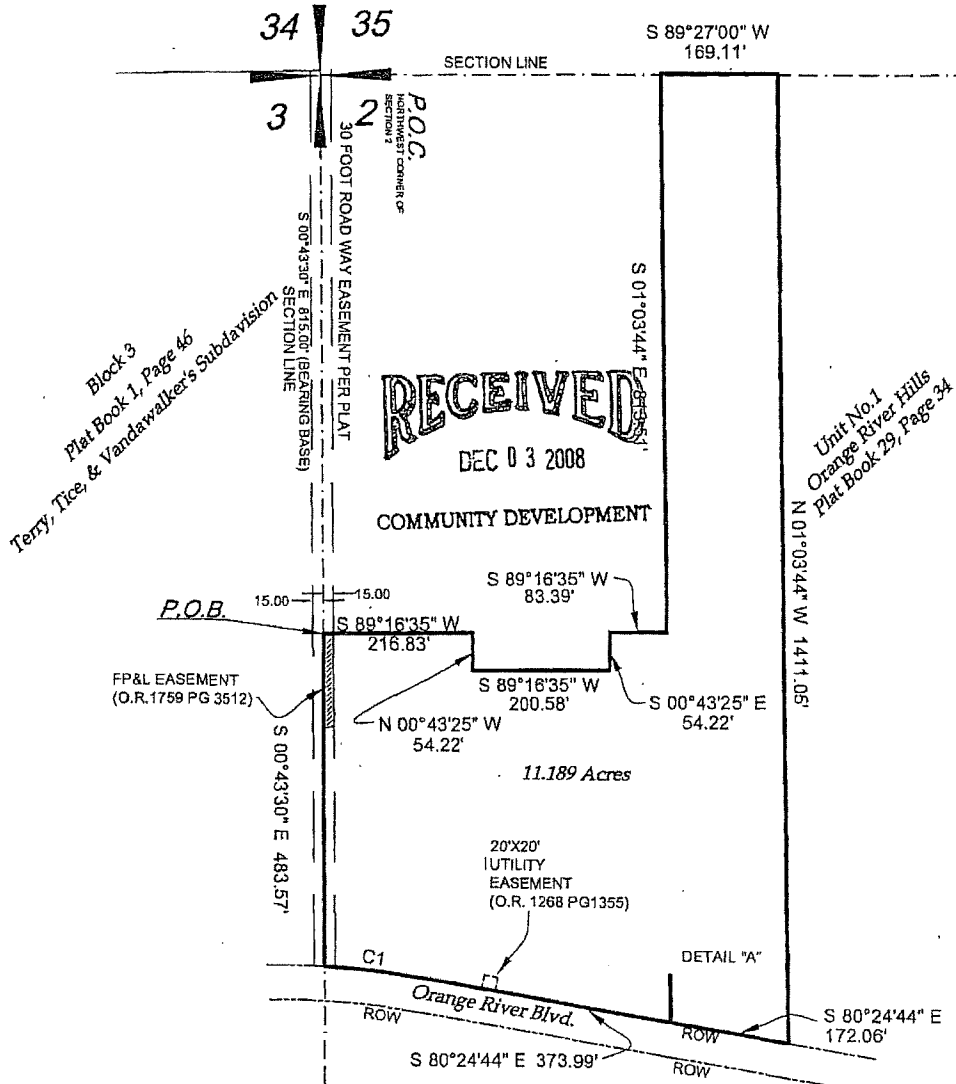
PREPARED BY:

[Signature]
 ROBERT L. CARMELIA, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6548

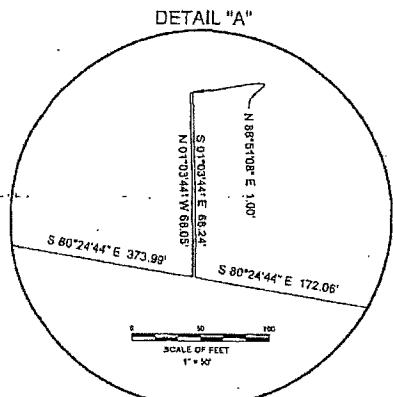
LADA PROJECT, 07117 CHECKED BY: WBN DRAWN BY: BMH DATE: 8-13-08 SHEET: 1 of 2	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA SUN-N-FUN MOBILE HOME Fort Myers, Florida	 ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS <small>FL. CA. NO. 8832 / FL. CERT. NO. 12487 / LIC# 8200333</small>	REVISIONS (1/1/08) REVISED NOTES PER COUNTY REVIEW LETTER
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DESCRIPTION DRAWING

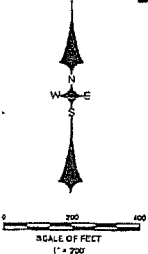
IN SECTION 2,
TOWNSHIP 44 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1170.92'	06°40'07"	136.28'	136.20'	S 83°44'52" E



DCI 2008-00015



- LEGEND
- O.R. = OFFICIAL RECORDS
 - P.G. = PAGE
 - P.B. = PLAT BOOK
 - P.O.B. = POINT OF COMMENCEMENT
 - P.O.C. = POINT OF BEGINNING

EXHIBIT A
2 OF 2

MDA PROJECT 07117 CHECKED BY WBN DATE 8-13-08 SHEET 2 of 2	DESCRIPTION DRAWING PARCEL OF LAND IN SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA SUN-N-FUN MOBILE HOME Fort Myers, Florida	 ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS P.L. DA NO. 8032 / FL. CERT. NO. LB6861 / LC26000232	REVISIONS <ul style="list-style-type: none"> • Fort Myers • Tallahassee • Gainesville
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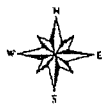
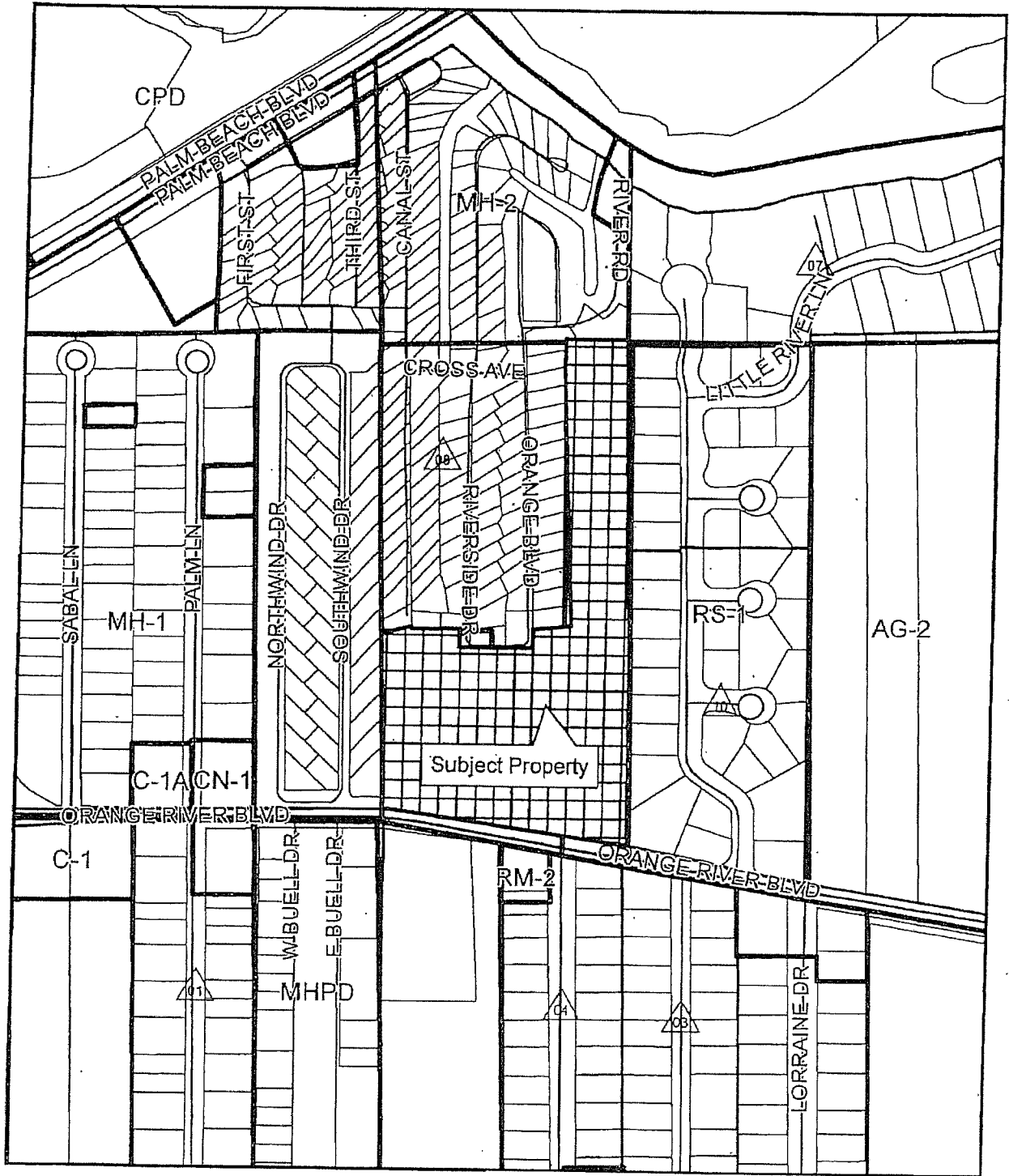
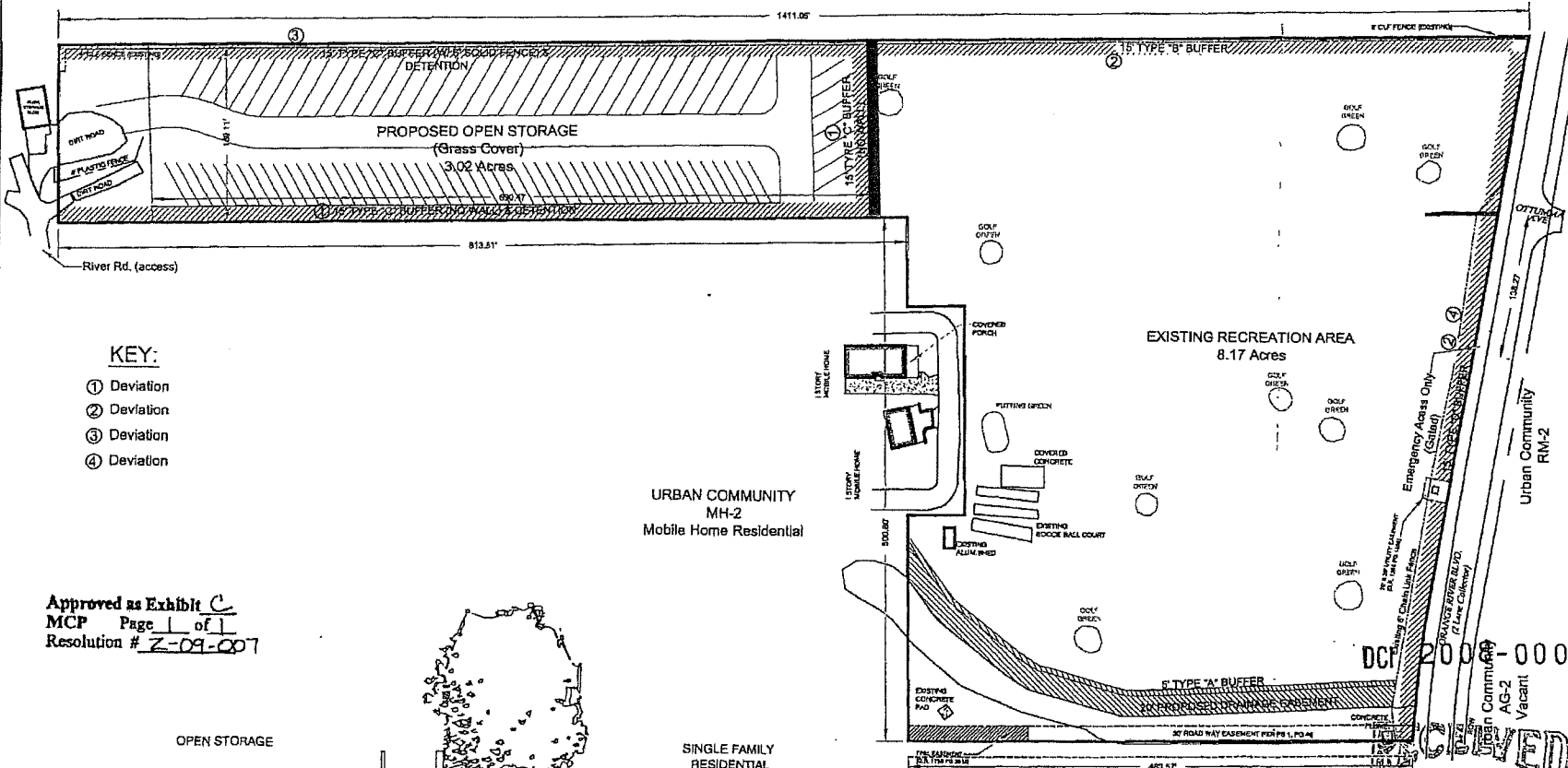


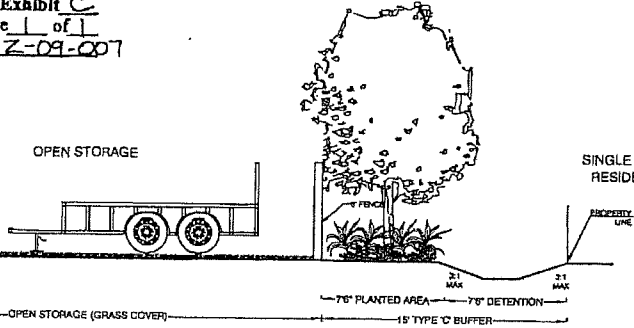
EXHIBIT B

URBAN COMMUNITY
RS-1
Single Family Residential



- KEY:**
- ① Deviation
 - ② Deviation
 - ③ Deviation
 - ④ Deviation

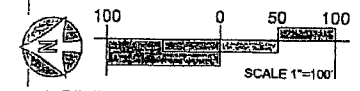
Approved as Exhibit C
MCP Page 1 of 1
Resolution # Z-09-007



15' TYPE "C" BUFFER W/ FENCE

Site Area = 11.19 AC
 FCU Urban Community
 Zoning: MHPD
 Open Storage: 3.02 AC
 Recreation Area: 8.17 AC
 10% Open Space Required: 4.18 AC
 Open Space Provided: 4.48 AC min.

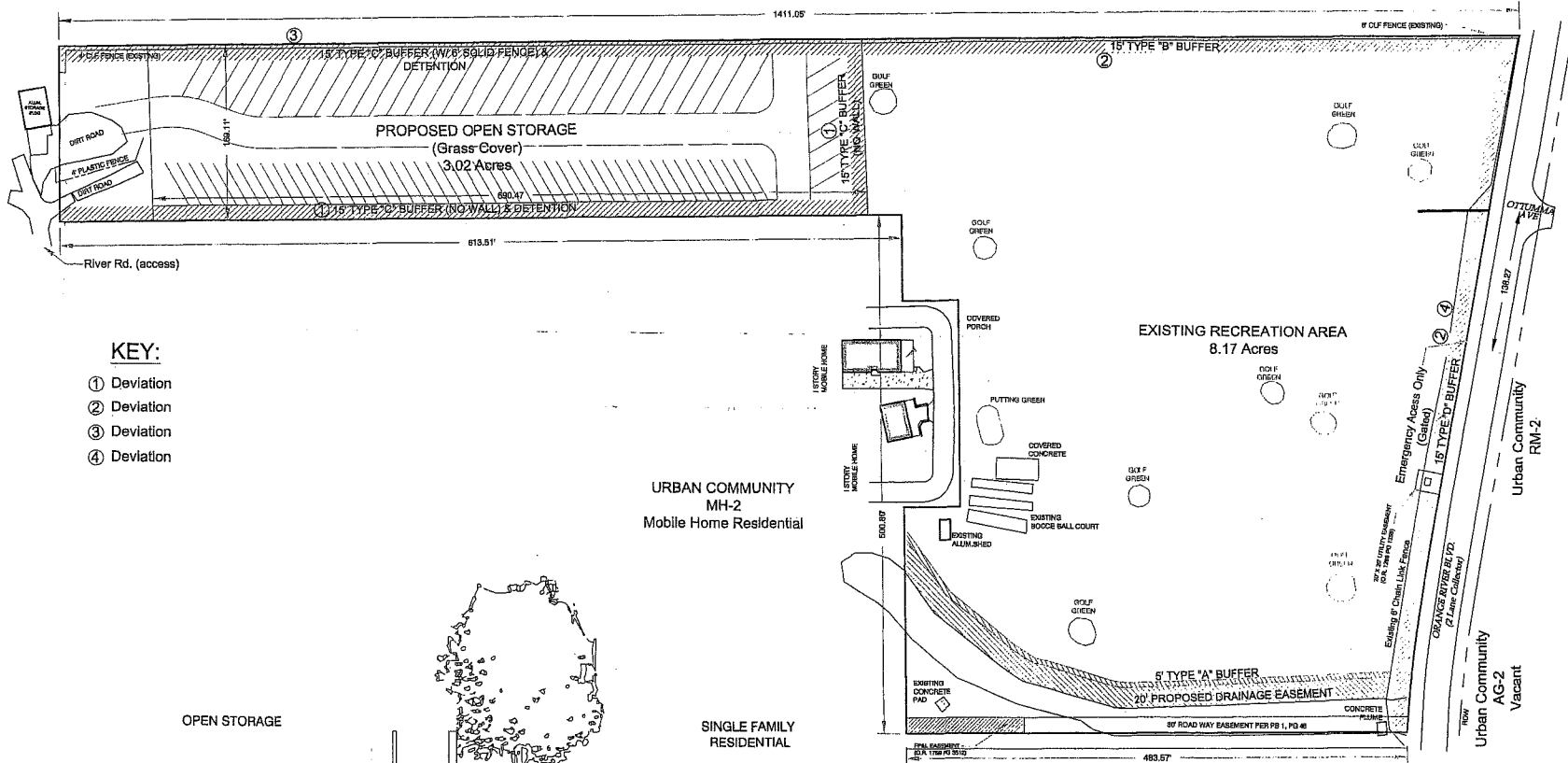
URBAN COMMUNITY
MH-2
Mobile Home Residential
COMMUNITY DEVELOPMENT



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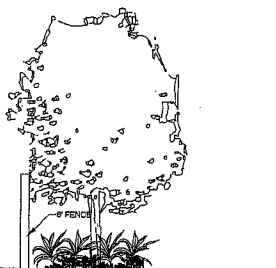
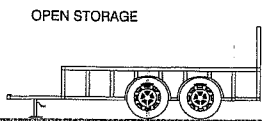
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URBAN COMMUNITY
RS-1
Single Family Residential



KEY:

- ① Deviation
- ② Deviation
- ③ Deviation
- ④ Deviation

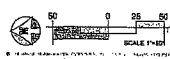


15' TYPE "C" BUFFER W/ FENCE
NOT TO SCALE

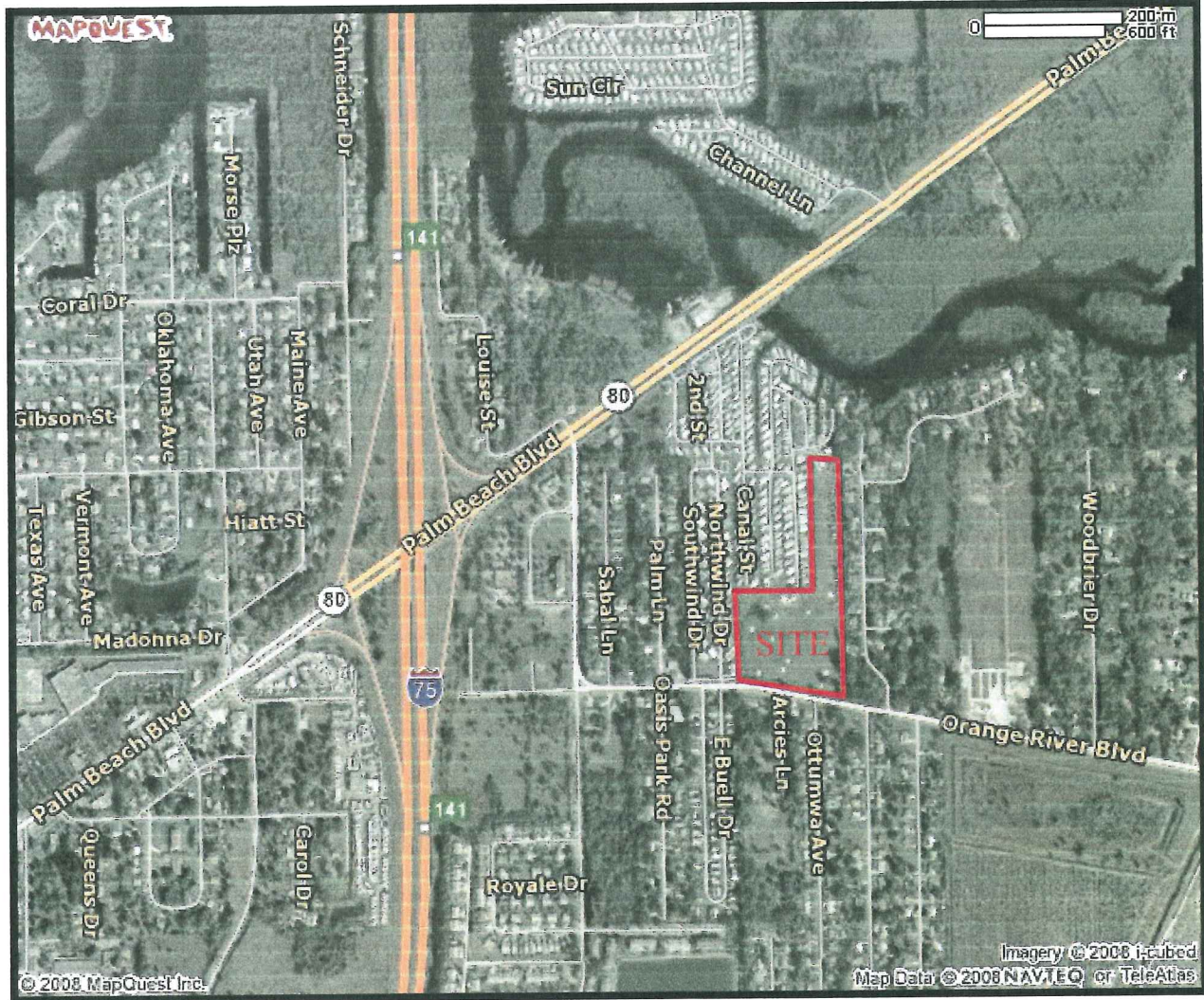
Site Area= 11.19 AC
FLU: Urban Community
Zoning: MHPD Open Storage: 3.02 AC
 Recreation Area: 8.17 AC
40% Open Space Required: 4.48 AC
Open Space Provided: 4.48 AC min.

APPROVED
 Master Concept Plan
 Site Plan # Z-09-007-Pre
 Subject to conditions in Resolution Z-09-007
 Date: 12/12/08-0005

DCI 2008-00015



<p>REVIEWED PER SUPPLEMENTARY COMMENTS 02/28/09 REVIEWED PER SUPPLEMENTARY COMMENTS 02/28/09 REVIEWED PER SUPPLEMENTARY COMMENTS 03/02/09 REVIEWED PER COUNTY COMMENTS 03/02/09 REVIEWED PER COUNTY COMMENTS 03/02/09</p>
<p>FOR: Morris • Tallahassee • Tallahassee 2614 Calhoun Avenue, SEBEN CORVALLIS, OR 97330 TEL: 503-752-2000 FAX: 503-752-2001</p> <p>MORRIS ENGINEERS & ARCHITECTS 1100 N. W. 10th St., Suite 100 Tallahassee, FL 32302 FL. LIC. NO. 6882 / FL. CERT. NO. 18889 / LC20000030</p>
<p>MASTER CONCEPT PLAN</p> <p>SUN-N-FUN Sun-N-Fun Mobile Homeowners Association Lee County, Florida</p>
<p>DATE PREPARED: 07/11/08 CHECKED BY: JLI DRAWN BY: JLI DATE: 8/12/08 SHEET: 07117</p>



**Location
 Map**

S-02, T-44, R-25
 Lee County, Florida

ADD 2009-00049

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COMMUNITY DEVELOPMENT

**Exhibit AA-3.F
 H-3.A**

MORRIS

DEPEW

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS

Fort Myers | Gainesville | Tallahassee

June 30, 2009

Ms. Lisa Hines
Senior Planner
Lee County Community Development
1500 Monroe Street
Fort Myers, FL 33902



**RE: Sun-N-Fun (MDA# 07117.P3) – Resubmittal for Additional Information
ADD2009-00049**

Dear Mr. Eckenrode:

The purpose of this letter is to respond to the email checklist dated June 22, 2009 from Lisa Hines to Jodi Joseph regarding comments from Doug Griffin with Environmental Sciences.

Comment:

1. How will open space be met for the 3 acre parcel? The 3 acre parcel requires 1.2 acres of open space (40% of 3.02 acres) According to calculations the open space provided for the 3 acre parcel is approximately 0.52 acres. Please submit documentation depicting how the open space requirements for the 3 acre portion of the project will be met.

Response:

The Master Concept Plan has been revised to provide adequate open space.

Comment:

2. Please provide open space table depicting how the open space requirements for the proposed open storage will be met.

Response:

Please see the revised Master Concept Plan.

ADD 2009-00049

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ALL
COMMUNITY DEVELOPMENT

Comment:

3. Are there any requests for deviations from open space, etc.?

Response:

A request for a deviation from LDC Section 10-291(2) which states all development must abut and have access to a public or private street designed, and constructed or improved is required. Please see attached Exhibit H-2.B.1.

Comment:

4. Please provide maintenance documents for the subject parcels.

Response:

Please find attached the Prospectus for Sun-N-Fun Mobile Home Village.

If you have any additional questions or concerns, please do not hesitate to contact me.

Sincerely,

MORRIS-DEPEW ASSOCIATES, INC.



Jodi Joseph
Planner

Attachments

Cc: Mr. Bob Snyder

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JUN 30 2009

ADD 2009-00049
COMMUNITY DEVELOPMENT



Schedule of Deviations

Deviation #1

A request for a deviation from LDC Section 10-291(2) which states all development must abut and have access to a public or private street designed, and constructed or improved, to meet the standards in section 10-296.

Justification

The open storage use was approved by Lee County zoning resolution Z-09-007. Conditions of the zoning resolution restrict the use of the open storage area solely to residents of the Sun 'n Fun Mobile Home Park. The private open storage use will be accessed by the existing private road network in place that serves the Sun and Fun development and these private roads will adequately serve the use and will not generate additional trips through the development.

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COMMUNITY DEVELOPMENT

ADD 2009-00049

PROSPECTUS

SUN-N-FUN MOBILE HOME VILLAGE, A RESIDENTIAL COOPERATIVE

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A COOPERATIVE UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIAL.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THE PROSPECTUR (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

EXHIBIT "1"

ADD 2009-00049

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JUL 01 2009

SUN-N-FUN MOBILE HOME VILLAGE, A RESIDENTIAL COOPERATIVE
SUMMARY

THIS PLANNING COOPERATIVE IS FOR THE CONVERSION OF AN EXISTING MOBILE HOME VILLAGE CONSISTING OF 250 UNITS.

INTERESTS IN THE COOPERATIVE WILL BE BY MEMBERSHIP CERTIFICATES IN SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, AND A PROPRIETARY LEASE TO THE INDIVIDUAL UNIT.

OTHER THAN THE MASTER FORM PROPRIETARY LEASE AND THE INDIVIDUAL PROPRIETARY LEASES THEREUNDER, THERE IS NO GROUND LEASE OR RECREATION FACILITIES LEASE ASSOCIATED WITH THIS COOPERATIVE.

THE ASSIGNMENT OR SUBLEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. For details regarding these restrictions, refer to Paragraph 16 of the Proprietary Lease, Exhibit "7" of this Prospectus.

THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A COOPERATIVE UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATION.

PERMANENT OCCUPANCY OF THE UNIT IS RESTRICTED TO TWO ADULTS, WHOSE MINIMUM AGE CAN BE NO LESS THAN 45 YEARS OF AGE, AND ONE OF WHOM MUST BE 55 YEARS OF AGE OR OLDER. THE AGE RESTRICTIONS ARE INTENDED TO MAINTAIN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, AS AMENDED. See Paragraph 15 of the Proprietary Lease. The initial cooperative Rules and Regulations restricting occupancy of units are set forth in Article XII, Item 4 of the Rules and Regulations (Exhibit "15" hereof). Said Rules and regulations are posted on the bulletin board in the clubhouse.

THERE ARE NO EXPRESS WARRANTIES UNLESS THEY ARE STATED IN WRITING BY THE OFFEROR.

PETS ARE NOT PERMITTED. CHILDREN ARE NOT ALLOWED TO RESIDE IN THE MOBILE HOME VILLAGE.

FREQUENTLY ASKED QUESTIONS AND ANSWERS ARE MORE PARTICULARLY SET FORTH IN EXHIBIT "16" TO THE PROSPECTUS.

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SUN-N-FUN MOBILE HOME VILLAGE, A RESIDENTIAL COOPERATIVE
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SUN-N-FUN MOBILE HOME VILLAGE, A RESIDENTIAL COOPERATIVE

DESCRIPTION OF THE COOPERATIVE

1. NAME AND LOCATION:

(a) SUN-N-FUN MOBILE HOME VILLAGE, A RESIDENTIAL COOPERATIVE
5558 Palm Beach Boulevard
Fort Myers, Florida 33905

(b) The maximum number of units that will use the common facilities is 250.

2. THE CORPORATION PLANS TO LEASE ALL OF THE UNITS OF THE COOPERATIVE BY THE EXECUTION OF A MEMORANDUM OF A MASTER FORM PROPRIETARY LEASE, WHICH IS TO BE RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THERE WILL BE SHORT-TERM LEASES OF THE UNITS THAT REPRESENTED BY UNSOLD MEMBERSHIP CERTIFICATES IN THE COOPERATIVE CORPORATION.

3. DESCRIPTION OF THE COOPERATIVE:

(a) SUN-N-FUN MOBILE HOME VILLAGE, a Residential Cooperative, is located in Lee County, Florida, and consists of a fully developed Mobile Home Village of 250 spaces.

(b) Each mobile home space is provided with central utilities such as water, sewer, electricity and telephone. The Corporation will own all of the improvements to the real estate but shall not own any of the mobile home unit or the personal property placed on or in a unit by a member or tenant.

(c) A copy of the complete plot plan showing the location of the units and other facilities used only by the unit owners is included in Exhibit "14" of this Prospectus.

4. DESCRIPTION OF THE RECREATIONAL AND OTHER FACILITIES:

(a) There is no recreational facilities lease associated with this Cooperative. The unit owners are not required to be lessees of or pay rental under any recreational lease.

(b) Recreational and other facilities being committed to Cooperative ownership as common facilities are described in Exhibit "13".

EXHIBIT "2"

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(c) The Association may change use fee or rental for the right of exclusive use of the common areas.

5. THE COOPREATIVE IS BEING CREATED BY CONVERSION OF AN EXISTING FULLY DEVELOPED MOBILE HOME VILLAGE.

6. THE COOPERATIVE WILL BE COMPLETELY UNDER THE CONTROL OF THE MEMBERS AND THE ASSOCIATION. NO OTHER PERSON HAS CONTROL OF ANY PROPERTY THAT WILL BE USED BY THE MEMBERS. REFER TO THE MASTER FORM PROPRIETARY LEASE AND BYLAWS FOR FURTHER DETAILS ON ASSCIATION CONTROL.

7. THE OFFEROR IS THE ASSOCIATION AND, THEREFORE, THE ASSOCIATION CONTROLS THE CONVERSAION AND THE COOPERATIVE FROM THE OUTSET.

8. SUMMARY OF RESTRICTIONS: THE SALE OF MEMBERSHIP CERTIFICATES AND THE SUBLEASE OF TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. SEE PARGRAPH 16 OF THE PROPRIETARY LEASE AND REFER TO THE BYLAWS.

COPIES OF THE PROPRIETARY LEASE (Exhibit "7") AND THE BYLAWS (Exhibit "4") ARE ATTACHED.

9. THE PROPRIETARY LEASE (Exhibit "7") AND THE RULES AND REGULATIONS (Exhibit "15") ARE ATTACHED. THESE DOCUMENTS CONTAIN CERTAIN RESTRICTIONS, A SUMMARY OF WHICH ARE:

(a) The design of all appurtenances and additions must be approved by the Corporation.

(b) The mobile homes shall be maintained by the owner of the unit.

(c) The recreation facilities are for the use of the members and tenants and guests accompanied by members, or tenants only.

(d) Use of the recreation facilities are subject to certain rules regarding the age of guests, apparel, hours of use and the like.

(e) Any guest staying overnight in a mobile home located on a unit must be registered at the office. There are limitations on the period of time that a guest may stay in a mobile home located on a unit and there are certain charges imposed if the guest stays beyond the allowed time.

(f) There are regulations on the speed of vehicles and other uses of the driveway and thoroughfares throughout the Mobile Home Village.

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(g) Pets are not permitted. Children are not allowed to reside in the Mobile Home Village.

(h) The assignment of a proprietary lease and transfer of a membership certificate is subject to certain restrictions which require the tenant thereof to apply on a form provided by the association for consent to transfer which consent shall be given or withheld upon the grounds set forth in the proprietary lease. The proprietary lease further sets forth the time period within the consent must be given or denied.

SEE PARAGRAPH 16 OF THE PROPRIETARY LEASE OF REFUTHER RESTRICTIONS

10. THERE IS NO LAND OFFERED BY THE OFFEROR FOR USE BY THE MEMBERS THAT IS NOT OWNED BY THE ASSOCIATION.

11. UTILITIES WHICH SERVE THE COOPERATIVE ARE AS FOLLOWS:

Water Supply:	Lee County
Sewer System:	Lee county
Waste Disposal:	Gulf Disposal
Electricity:	Florida Power & Light
Telephone:	UTS Florida, Inc.
Cable TV:	Jones Intercable

12. THE ASSOCIATION WILL MANAGE THE COOPERATIVE FROM THE TIME OF THE CREATION THEREOF. THERE ARE NO EXCITING MAMANGEMENT CONTRACTS WHICH HAVE A DURATION GREATER THAN ONE YEAR.

13. THE APPORTIONMENT OF THE COMMON EXPENSES HAS BEEN DETERMINED BY A FORMULA BASED ON THE NUMBER OF UNITS, THIS FORMULA IS THEN APPLIED TO THE TOTAL COMMON EXPENSES OF THE ASSOCIATION TO ARRIVE AT THE COST PER UNIT. THE OWNERSHIP OF THE COMMON FACILITIES AND THE EQUITY IS THE COOPERATIVE CORPORATION (ASSOCIATION) HAS ALSO BEEN APPORTIONED ACCORDING TO THE TOTAL NUMBER OF UNITS. EACH UNIT'S PROPORTIONATE SHARE OF THE EQUITY IN THE CORPORATION AND APPORTIONMENT OF THE COMMON EXPENSES IS 1/250.

14. THE ESTIMATED OPERATING BUDGET OF THE INDIVIDUAL UNITS AND THE ASSOCIATION ARE INCLUDED IN EXHIBIT "5" OF THE PROSPECTUS.

15. THE ESTIMATED CLOSING COSTS TO BE PAID BY THE LESSEE/MEMBER CONSISTS OF:

(a) Attorney's fees for lessee's attorney, if any.

(b) Mortgage financing costs and stamps on the note and intangible tax on mortgage, if applicable,

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(C) A title insurance policy, if desired, to be paid for by buyer.

16. AFTER CLOSING, LESSEE/MEMBER SHALL BE PROVIDED, AT LESSOR'S EXPENSE, A LESSEE TITLE INSURANCE OR GUARANTY POLICY IN THE AMOUNT OF THE PURCHASE PRICE.

17. THE OFFEROR OF SUN-N-FUN MOBILE HOME VILLAGE, A RESIDENTIAL COOPERATIVE IS SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INCORPORATED, A FLORIDA NON-PROFIT CORPORATION.

18. THE PRINCIPAL DIRECTING THE CREATION AND DEVELOPMENT OF THE COOPERATIVE IS:

There is no principal individual directing the creation and development of the Cooperative. The Cooperative is being offered be a non-profit corporation organized under Florida Statutes Chapter 723 by tenants in Mobile Home Village. Those tenants formed a corporation for the purpose of purchasing SUN-N-FUN MOBILE HOME VILLIAGE, a Residential Cooperative, from the prior owner, which purchase has been completed, and converting the Mobile Home Village into cooperative form of ownership. The individuals have no previous experience in development of cooperatives, are not being paid any fees of any nature whatsoever in connection with the formation of the Corporation and conversion form of ownership, are not paid salaries and receive no compensation for their services.

19. SUN-N-FUN MOBILE VILLAGE, a Residential Cooperative, offers the following significant facilities and service for its residents:

Forty-eight hundred square foot Clubhouse consisting of a main room, storage room, kitchen and two restrooms; heated 30' x 60' swimming pool surrounded by a fenced-in deck with tables, chairs and lounging facilities, two restrooms are also provided; four shuffleboard courts and equipment; two horseshow courts adjacent to the shuffleboard courts, golf practice range and boat docks along the canals within the park.

20. The polices and procedures of SUN-N-FUN MOBILE HOME VILLAGE, a Residential Cooperative, which are clearly outlined the prospectus and are posted on the bulletin board in the recreation hall are uniformly enforced throughout the park.

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TALLAHASSEE, FLORIDA

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AMENDMENT AND RESTATEMENT
ARTICLES OF INCORPORATION
OF
SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby certify and acknowledge that these amended and restated Articles of Incorporation for SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation organized under and by virtue of the laws of the State of Florida as contained in Chapter 617, Chapter 719 and Chapter 723, Florida Statutes, as amended (the "Acts") and originally filed with the Secretary of State on February 25, 1991 have been duly adopted by all the members this 24^m day of March, 1993. Any amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there is no discrepancy between the Corporation's Articles of Incorporation as theretofore amended and the provisions of the Restated Articles of Incorporation other than the inclusion of these amendments and the omission of matters of historical interest.

ARTICLE 1. NAME

The name of the corporation shall be SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 2. DURATION

The date of commencement of corporate existence shall be on the date the Articles were filed with the Department of State, the period of duration of the corporation shall be perpetual.

EXHIBIT "3"

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ARTICLE 3. PURPOSE AND POWERS

The general purpose for which the corporation is organized is to engage in, conduct and carry on the business of operation of a mobile home owners association pursuant to F.S. Chapter 723; the corporation has the power to negotiate for, acquire, and operate the mobile home park on behalf of the mobile home owners; to engage in activities which are necessary, suitable or convenient for the accomplishment of that purpose, or which are incidental thereto or connected therewith; and to transact any or all lawful business for which corporations may be incorporated under the Acts. In addition, the corporation shall have all the powers specified in Section 617.021 Florida Statutes. Upon completing the purchase of the Mobile Home Village, it shall convert the same to a condominium, cooperative or other type of ownership; whereupon the corporation shall have all the powers necessary and/or convenient for the operation and management of such condominium, cooperative, or other type of resident-owned mobile home community. Additionally, the Corporation reserves the right to acquire additional lands; whereupon the Corporation shall have all the powers necessary and/or convenient for the operation and management of such property.

ARTICLE 4. MEMBERSHIP

Membership in this corporation shall be limited to lessees or a family member of a lessee of SUN-N-FUN MOBILE HOME VILLAGE (hereafter "VILLAGE") who have purchased membership certificates in the corporation. Upon the transfer of a membership

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certificate, either voluntarily, or by operation of law, the transferee shall become a member of the corporation if all the requirements for membership have been met.

ARTICLE 5. REGISTERED OFFICE AND AGENT

The street address of the registered office of this corporation is 333 S. Tamiami Trail, Suite 199, Venice, Florida 34285 and the name of the registered agent of the corporation at such address is William R. Korp.

ARTICLE 6. DIRECTORS

The Board of Directors shall consist of no less than three or more than nine members. The names and addresses of the persons who are currently serving as directors until their successors are elected and qualify, or until their earlier resignation, removal from office or death, are as follows:

<u>Name</u>	<u>Address</u>
HAROLD E. HOWELL	5558 Palm Beach Boulevard Fort Myers, Florida 33905
JAMES HUTCHESAN	5558 Palm Beach Boulevard Fort Myers, Florida 33905
DOROTHY GOGAN	5558 Palm Beach Boulevard Fort Myers, Florida 33905
BETTY ROSSI	5558 Palm Beach Boulevard Fort Myers, Florida 33905
RUSSELL BUKOVAC	5558 Palm Beach Boulevard Fort Myers, Florida 33905
RONALD HAIFLICH	5558 Palm Beach Boulevard Fort Myers, Florida 33905
WILLIS KURTZ	5558 Palm Beach Boulevard Fort Myers, Florida 33905

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JEAN SHEPLER

5558 Palm Beach Boulevard
Fort Myers, Florida 33905

LLOYD CARVER

5558 Palm Beach Boulevard
Fort Myers, Florida 33905

ARTICLE 7. INCORPORATORS

The name and address of the original incorporator of the Corporation is as follows:

<u>Name</u>	<u>Address</u>
Lloyd J. Caver	5558 Palm Beach Boulevard Fort Myers, Florida 33905
Ronald Haiflich	5558 Palm Beach Boulevard Fort Myers, Florida 33905
James Hutchinson	5558 Palm Beach Boulevard Fort Myers, Florida 33905

**ARTICLE 8. PROVISIONS FOR THE REGULATION
OF THE BUSINESS AND FOR
THE COUNTY OF THE AFFAIRS OF THE CORPORATION**

8.1 Meeting of Members and Directors. Meetings of the members and directors of the corporation may be held within the State of Florida at such place or places as may from time to time be designated in the Bylaws or by the resolution of the Directors.

8.2 Bylaws. The power to amend or repeal the Bylaws or to adopt new Bylaws shall be in the members, but the affirmative vote of the members of two-thirds (2/3) shall be necessary to exercise that power. The Bylaws may contain any provisions for the regulation and management of the corporation which are consistent with the Acts and these Article of Incorporation.

In no event, may any Bylaw pertaining to age restriction be amended or revoked for a period of 30 years for the date of recording.

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8.3 Contracts in Which Directors Have an Interest. No contract or other transaction of the Corporation with any person, firm or corporation or no contract or other transaction in which the corporation is interested shall be invalidated or affected by (a) the fact that one or more of the directors or officers is a director or officer of another corporation, or (b) the fact that any director, individually or jointly with others, may be a party to or may be interested in the contract or transaction; and each person who may become a director of the corporation is hereby relieved from any liability that might otherwise arise by reason of his contracting with the corporation for the benefit of himself or any firm, or corporation in which he may be interested.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the corporation, executed these Articles of Incorporation and certified to the truth of the facts herein stated, this 24^m day of March, 1993.

Harold E. Howell
HAROLD E. HOWELL, President

Betty Rossi
BETTY ROSSI, Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 24^m day of March, 1993, by HAROLD E. HOWELL and BETTY ROSSI, as President and Secretary respectively of SUN-N-FUN

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MOBILE HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation and who acknowledged before me that the execution thereof is his free act and deed. They (Notary choose one) [] are personally known to me or [] have produced _____ as identification.

Kathleen A. Selvitella
Signature of Notary Public
KATHLEEN A SELVITELLA
COMMISSION NUMBER
00122278
Print Name of Notary Public
and Affix Seal 23, 1996
My Commission Expires:

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ACCEPTANCE OF REGISTERED AGENT

I have been designated as Registered Agent in the above Articles. Simultaneously, I hereby accept the appointment as Registered Agent.

William R. Korp
WILLIAM R. KORP
Registered Agent

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COMMUNITY DEVELOPMENT

BYLAWS
OF
SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC.
A FLORIDA NON-PROFIT CORPORATION

ARTICLE I. GENERAL PROVISIONS

1.1 Name. The name of this corporation shall be SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC.

1.2 Principal Office. The principal office of the Corporation shall be at 5558 Palm Beach Boulevard, Fort Myers, Florida 33905, or at such other place as may be subsequently designated by the Board of Directors (hereafter "Board" and sometimes "Directors").

1.3 Definitions. These Bylaws shall govern the operation of the Corporation, both prior to and subsequent to the conversion of SUN-N-FUN MOBILE HOME VILLAGE, RESIDENTIAL COOPERATIVE into a Cooperative under the Florida Cooperative Act, Chapter 719, Florida Statutes. Any terms not defined in these Bylaws shall have those definitions established by the applicable Florida Statutes, except that if any definition in these Bylaws conflicts with a definition in the Florida Statutes, where permissible, the definition in these Bylaws shall prevail.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

2.1 Membership.

(a) Membership in this Corporation shall be limited to lessees or a family member of a lessee of SUN-N-FUN MOBILE HOME VILLAGE, RESIDENTIAL COOPERATIVE (hereafter "MOBILE HOME VILLAGE") who have purchased membership certificates in the Corporation. Upon the transfer of a membership certificate, either voluntarily, in accordance with these Bylaws, or by operation of law, the transferee shall become a member of the Corporation if all the requirements for membership have been met. If the membership certificate is vested in more than one person, all of the persons owning the membership certificate shall be eligible to hold office, attend meetings and act as full members of the Corporation; but, as hereinafter indicated, the vote of a membership certificate shall be cast by the "voting member". If a membership certificate is owned by a corporation, the corporation may designate an individual officer or employee as its voting member and the natural person(s) entitled to occupy the unit on its behalf.

EXHIBIT "4"

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(b) Partial Payment for Membership Certificate. The Corporation at its option may allow partial payment for a membership certificate, in which event the certificate shall be subject to a lien in favor of the Corporation for the unpaid amount.

2.2 Voting.

(a) The owner of each membership certificate shall be entitled to one vote. If an owner owns more than one membership certificate, he shall be entitled to one vote for each certificate. Each membership certificate's vote shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all membership certificate owners for all purposes, except where otherwise provided by law, in the Articles of Incorporation or in these Bylaws; and, as used in these Bylaws and the Articles of Incorporation, the term majority of the members shall mean those membership certificate owners having more than fifty percent (50%) of the total authorized votes of all membership certificates present, in person or by proxy, and voting at any meeting of the membership at which a quorum shall be present. The Corporation shall be entitled to vote all membership certificates which the Corporation has offered for sale and have not been purchased.

(c) Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the designated voting membership shall constitute a quorum.

(d) Proxies/Elections. Proxies may be voted only in accordance with law. The members of the Board of Directors shall be elected by written ballot or voting machine.

(e) Designation of Voting Member. If a membership certificate is owned by more than one member, the member entitled to cast the membership vote shall be designated in a certificate which shall be filed with the Secretary after being signed by all of the members owning an interest in such certificate. If a certificate is owned by a corporation, it shall designate the person entitled to cast the vote by certifying such person's name with the Secretary. Each such certificate shall be valid until revoked or superseded by a subsequent certificate. Notwithstanding the foregoing, if a certificate is owned jointly by a husband and wife, they may designate a voting member; or, not having designated a voting member, if only one is present at a meeting, that owner may cast the membership vote; or, if they

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are both present at a meeting and are unable to agree upon any subject requiring a vote, then there shall be no vote cast by the membership certificate on that particular subject at that meeting.

2.3 Minimum Age, No person other than an adult whose minimum age can be no less than 45 years, and one of whom must be 55 years of age or older, shall be permitted to permanently reside in the MOBILE HOME VILLAGE. However, no person under the age of 55 years shall be permitted to enter and permanently reside in the MOBILE HOME VILLAGE if that person's occupancy would result in the current census of the Park resulting in less than 80% of the occupants, age 55 or older, should such under aged person have occupancy. Notwithstanding the foregoing, any person permanently residing in the MOBILE HOME VILLAGE on the date of adoption of these Bylaws shall be entitled to remain a resident even through under 45/55 years of age. No person under the age of 18 may permanently reside in the village.

ARTICLE III. MEMBERSHIP AND MEETINGS

3.1 Place. All meetings of the membership shall be held in the Recreation Hall of the Park or at such other place and at such time as shall be designed by the Directors and stated in the notice of the meeting.

3.2 Notices. Adequate notice of all meetings shall be posted in a conspicuous place upon the cooperative property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be proposed, discussed or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the cooperative property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the unit owners, the Board shall, by duly adopted rule, designate a specific location on the cooperative property upon which all notices of the Board meetings shall be posted. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

3.3 Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other authorized business shall be held the first Tuesday in February of each year, or at such other time as shall be selected by the Directors. At the annual meeting, the members shall elect the Directors by a plurality vote (cumulative voting prohibited) and shall transact

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such other business as may be properly brought before the meeting.

(a) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each member entitled to vote, a first notice of the date of the election. Any member or other eligible person desiring to be a candidate for the Board of Administration shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any member or other eligible person may nominate himself or may nominate another member or eligible person, if he has permission in writing to nominate the other person. Not less than thirty (30) days before the election meeting, the Association shall then mail a second notice of election meeting to all members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days prior to the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The Association has no liability for the contents of the information sheets provided by the candidates. The division shall by rule establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement. However, at least twenty (20) percent of the eligible voters must cast a ballot in order to have a valid or minimum number of votes necessary for election of members of the Board of Administration. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with Section 719.303, Florida Statutes. The regular election shall occur on the date of the annual meeting. The provisions of this subparagraph shall not apply to time-share cooperatives. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file a notice of intent to run or are nominated than vacancies exist on the Board.

(b) Vacancies occurring on the Board of Directors as a

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result of recall shall be filled as required by law.

3.4 Regular Meetings. Regular meetings of the members for any purpose, unless otherwise prescribed by statute, may be established by Resolution of the Board of Directors from time to time. A copy of such Resolution shall be posted in a conspicuous place on the bulletin board located inside the Recreation Hall at least fourteen (14) days prior to the first of such regular meetings. Unless otherwise prescribed by statute, the Secretary shall not be required to send by regular mail or deliver a notice of each regular meeting to each member; however the Secretary shall make certain that a copy of the Board Resolution authorizing the regular meetings shall be posted continuously in a conspicuous place on the bulletin board located inside the Recreation Hall. The Board Resolution shall list the time, date and place of the scheduled regular meetings. No further notice of regular meetings shall be required, except that an agenda of each regular meeting shall be posted on said bulletin board at least fourteen (14) days prior to the scheduled meetings.

3.5 Special Meetings. Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or shall be called by the President or Secretary at the request, in writing, of a majority of the Directors or at the request, in writing, of voting members representing twenty percent (20%) of the total number of membership certificates outstanding. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subject(s) stated in the notice of meeting.

3.6 Waiver and Consent. Whenever the vote of the members at a meeting is required or permitted by any provision of the statutes or the Articles of Incorporation or of these Bylaws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all of the members, who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken. Membership certificate owners may waive notice of specific meetings and may take action by written agreement without meetings.

3.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum is not present either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

3.8 Order of Business. The order of business at annual meetings and, as far as practical, at other meetings of the membership, shall be:

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- (a) Call to order by President or Chairman
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of the meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Ratification of prior actions of Board of Directors
- (f) Reports of officers
- (g) Reports of committees
- (h) Appointment of inspectors of election
- (i) Election of directors
- (j) Unfinished business
- (k) New business
- (l) Adjournment

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3.9 Conduct of Meetings. Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Board of Directors may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Any unit owner may tape record or videotape meetings of the unit owners in the manner authorized by law.

3.10 Minutes of Meeting. The minutes of all meetings of the membership shall be kept in a book available for inspection by the members or their authorized representatives and board members at any reasonable time. The Corporation shall retain these minutes for a period of not less than seven (7) years.

ARTICLE IV. DIRECTORS

4.1 Membership. The affairs of the Corporation shall be managed by a Board of nine (9) Directors. All Directors shall be owners of a membership certificate or shall be the designated voter of an owner of such a membership certificate. No Director shall continue to serve on the Board after he ceases to be an owner of a membership certificate or the designated voter of a membership certificate in the Corporation.

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4.2 Election of Directors. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the membership.

(b) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any unit owner or other eligible person may nominate himself or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person. Not less than thirty (30) days before the election, the Association shall then mail a second notice of election meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days prior to the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The Association has no liability for the contents of the information sheets provided by the candidate. Notwithstanding the provisions of this Section 719.106(1) Florida Statutes, an election and balloting are not required unless more candidates file a notice of intent to run or are nominated than vacancies exist on the Board.

If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division. The rules must provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election.

(c) The election shall be by ballot and by plurality of the votes cast, each person voting being entitled to cast a vote for each of as many nominees as there are vacancies to be

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filled (there shall be no cumulative voting). Use of proxies shall not be permitted. No unit owner or designated voting representative of a unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.

(d) At any time after a majority of the Board is elected at a duly convened or regular or special meeting of the membership at which a quorum is present, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of voting members casting not less a majority of the total votes present at such meeting. A successor may then and there be elected to fill any vacancy created. Should any vacancy not be filled, the Board may fill the vacancy in the manner provided below.

(e) If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification or removal from office, a majority of the remaining Directors, though not less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office of the Director he replaces.

(f) Any Director may resign at any time by sending written notice of such resignation to the office of the corporation. Any Director shall become disqualified to hold office upon the transfer of his membership certificate or termination of the certificate designating the Director as being the designated voter for a membership certificate.

4.3 Terms of Directors. The term of the Board of Directors shall be for a period of three years.

4.4 Organizational Meeting. The organizational meeting of the Board of Directors shall be held immediately after their election at the annual meeting and no further notice of the organizational meeting shall be necessary.

4.5 Regular Meetings. Adequate notice of all meetings shall be posted in a conspicuous place upon the cooperative property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be proposed, discussed or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the cooperative property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the unit owners, the

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Board shall, by duly adopted rule, designate a specific location on the cooperative property upon which all notices of Board meetings shall be posted. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

4.6 Special Meetings. Special meetings of the Directors may be called by the President, or in his absence, by the Vice President and must be called by the President or Secretary at the written request of one-third (1/3) of the members of the Board. Notice of the meeting shall be given personally or by mail, except in an emergency, which notice shall state the time, place and purpose of the meeting and shall be transmitted not less than forty-eight (48) hours prior to the meeting, except that, at any meeting where the budget or assessments against membership certificates are to be considered for any reason, notice of such meeting shall be posted conspicuously on the bulletin board provided for that purpose located in the Recreation Hall Building at least fourteen (14) days in advance of such meeting.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting unless the Director states that his attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

4.8 Quorum. A quorum at a Directors meeting shall consist of a majority of the entire Board of Directors.

4.9 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted. Notice of an adjourned meeting shall be posted in accordance with the notice requirements of regular meetings (see Section 4.5 above).

4.10 Chairman of the Board. The presiding officer of the Directors meeting shall be the President of the Corporation who shall also be the Chairman of the Board and, in the absence of the Chairman of the Board, a temporary Chairman selected by a majority of the Board shall preside.

4.11 Order of Business. The order of business at Directors meetings shall be:

- (a) Roll Call

- (b) Reading of minutes of the last meeting
- (c) Consideration of communications
- (d) Resignation and elections
- (e) Reports of officers and employees
- (f) Reports of committees
- (g) Unfinished business
- (h) Original resolutions and new business
- (i) Adjournment

4.12 Non-Agenda Items. Any item not included on the notice of a meeting may be taken up on an emergency basis upon agreement by at least a majority plus one of all the members of the Board of Directors. In the event that an emergency action is taken as set forth in this section, notice of such action shall be included in the agenda of the next regular meeting of the Board of Directors and shall be ratified by all members authorized to be at such meeting.

4.13 Conduct of Meetings. Meetings of the Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all members. Any member may tape record or videotape meetings of the Directors in the manner authorized by law. The right to attend such meetings includes the right to speak at such meetings with regard to all designated agenda items. The Directors may adopt reasonable rules governing the frequency, duration and manner of members' statements.

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the membership or their authorized representatives. Minutes of the meetings of the Board of Directors shall be retained for a period of not less than seven (7) years.

4.15 Electronic Communication. Unless the Articles of Incorporation or the Bylaws provide otherwise, the Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.



4.16 Compensation. Directors shall not be entitled to any compensation for their services.

ARTICLE V. POWERS AND DUTIES OF THE DIRECTORS

5.1 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all acts except such acts which by law or by these Bylaws may not be delegated to the Board of Directors by the members. The Board of Directors shall have the power and duty to operate and maintain the common areas; determine the expenses required for the operation of the Corporation; collect rent and other assessments necessary for the common expenses of the Corporation; employ personnel necessary for the operation of the common areas; adopt rules and regulations covering the details of the operation of the MOBILE HOME VILLAGE; maintain bank accounts; purchase, lease or acquire membership certificates in the name of the Corporation; sell, sublet, transfer, mortgage or otherwise deal with the corporate assets; obtain insurance; borrow money on behalf of the Corporation when required in connection with capital improvements, operation, care, upkeep and maintenance of the common areas or refinancing of the Park mortgage; however (except in the case of action by the Board of Directors to refinance the Park mortgage, in which event no vote of the membership shall be required), the consent of a majority (50% + 1) of the membership present in person or by proxy at a duly called and convened association meeting shall be obtained prior to borrowing any sum in excess of \$15,000.00.

5.2 The Board of Directors shall exercise all of the powers specifically set forth in the Articles of Incorporation, these Bylaws and the laws of Florida; impose a fee not in excess of One Hundred Dollars (\$100.00) for the reasonable expenses required for the transfer, sublease or sale of a membership certificate; collect delinquent rent and assessments by suit or otherwise; abate nuisances; enjoin or seek damages from members for violation of these Bylaws and the terms and conditions of any proprietary lease.

5.3 The Board of Directors shall assess the membership during each fiscal year in an amount sufficient to pay all operating expenses of the Corporation including debt service on the blanket mortgage encumbering the cooperative to the extent that the expense of this item in the annual budget is greater than the income available for debt service. Available income shall be a sum equal to interest and principal payments to be received from members and rent received from tenants on unsold units after deduction of the standard maintenance charges against such unsold units.

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ARTICLE VI. OFFICERS

6.1 President. The President shall be the chief executive officer of the Corporation and Chairman of the Board of Directors. The President shall preside at all meetings of the membership. The President shall have general supervision over the affairs of the Corporation and other officers. The President shall sign all written contracts and perform all of the duties incident to the office and such duties as may be delegated from time to time by the Board.

6.2 Vice President. The Vice President shall perform such duties as may be required by the Board and, in the absence of the President, those duties incidental to the office of President.

6.3 Secretary. The Secretary or Assistant Secretary shall issue notices of meetings, shall attend and keep minutes of all meetings and shall have charge of all of the books and records of the Corporation, except those kept by the Treasurer.

6.4 Treasurer. The Treasurer shall have custody of the Corporation's funds and securities. The Treasurer shall keep full and accurate accounts of the Corporation's receipts and disbursements and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer shall account for the Corporation and the members in accordance with Florida law.

6.5 Officers. The officers of the Corporation who shall hold office and serve until their successors are elected by the Board of Directors of the Corporation are as follows:

_____	President
_____	Vice President
_____	Treasurer
_____	Secretary

6.6 Compensation. The President and Vice President shall not receive compensation for their services. The Secretary and Treasurer or Secretary-Treasurer may be compensated upon the affirmative vote of two-thirds (2/3) of the Board of Directors.

6.7 Resignations. Any officer may resign his post at any time by written resignation delivered to the Secretary, which shall take effect immediately unless a later date is specified therein.

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ARTICLE VII. CORPORATE FUNDS

7.1 Depositories. The funds of the Corporation shall be deposited in such banks and depositories as may be determined and approved by resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board.

7.2 Fiscal Year. The fiscal year of the Corporation shall begin on January 1 each year; provided, however, the Board is expressly authorized to change to a different fiscal year if it deems it advisable.

7.3 Cash Requirements. Each owner of a membership certificate shall be liable for a 1/250 percentage or portion of the common expenses.

7.4 Assessments. Common expense assessments and the budget which is the base for the assessments shall be in accordance with law. If the annual assessment proves to be insufficient, it may be amended at any time by an action of the majority of the Board of Directors of the Corporation. The unpaid assessments for the remaining portion of the year shall be due in equal monthly installments on the first day of each subsequent month during the year for which the assessment is made. If any annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment's payment date until changed by a new assessment. Assessments shall be made in amounts no less than are required to provide funds in advance for the payment of all of the anticipated current operating costs and expenses and for all of the unpaid operating expenses previously incurred by the Corporation.

(a) The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense, and if not obtained pursuant to a bulk contract, such cost shall be considered common expense if it is designated as such in a written contract between the Board of Administration and the company providing the master television antenna system or the cable television service. The contract shall be for a term of not less than two (2) years. Any such contract is subject to review, as provided by law.

(i) Any contract made by the Board after the effective date of this act for a community antenna system or duly franchised cable television service may be cancelled by a majority of the voting interests present at the next regular or special meeting of the Association. Any member may make a motion to cancel the contract, but if no motion is made or if such

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motion fails to obtain the required majority at the next regular or special meeting, whichever is sooner, following the making of the contract, then such contract shall be deemed ratified for the term therein expressed.

(ii) Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind unit owner who does not occupy the unit with a nonhearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such units, the owners shall not be required to pay any common expenses charge related to such service. If less than all members of an Association share the expenses of cable television, the expense shall be shared equally by all participating unit owners. The Association may use the provisions of Section 719.108, Florida Statutes, to enforce payment of the shares of such costs by the unit owners receiving cable television.

7.5 Assessments of Other than Common Expenses. Certain of the units in the Park are owned by the Corporation or leased by members who have not paid the entire sum due for the membership certificate which they hold. The expenses of financing these units are not common expenses as the common expenses are assessed as though all 250 of the membership certificates have been sold by the Corporation and paid in full. The Directors shall establish a debt service charge against those units leased by persons holding membership certificates in the Corporation which have not yet been fully paid so that the interest expense of the Corporation on the unpaid balance of the membership certificate and the pro rata principal payment, if any, is passed on to the member holding the membership certificate on that particular unit. The Directors shall also establish and collect rent on all those units on which the Corporation holds the membership certificate that contain a unit so that the expense to the Corporation in the form of interest and principal amounts on such unsold membership certificates shall be allocated pro rata to each of such units. The Corporation intends to include the cost of carrying those units that do not contain a mobile home unit on the date of recordation hereof, to the cost of the membership certificate and proprietary lease for that unit. Interest and principal expenses shall only be common expenses to the extent that the Corporation fails or is unable to collect revenues sufficient from the above special assessments and rents to meet the mortgage expense to the Corporation on all of such units.

7.6 Determination of Assessments.

(a) The Directors shall fix and determine the sum or sums necessary and adequate to assess members for their share of

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the common expenses by virtue of a budget to be adopted by the Board of Directors. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common areas; costs of carrying out the powers and duties of the Corporation; all insurance coverage; and any other expenses designated as common expenses by the Directors or the proprietary lease. Funds for the payment of common expenses shall be assessed against members as provided in these Bylaws and the proprietary leases. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Directors. Assessments shall be made against members monthly, as aforesaid, in an amount required to provide funds in advance for payment of the anticipated current operating expenses and for unpaid operating expenses previously incurred. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Directors. All funds due under these Bylaws are common expenses, except rent and those funds assessed in accordance with Paragraph 7.5 above.

(b) A copy of the proposed budget shall be mailed to the members not less than thirty (30) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting. The Directors' meeting at which the budget shall be considered shall be open to all of the members.

(c) If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding 115 percent (115%) of the assessments for the preceding year, the Directors, upon written application of ten percent (10%) of the members, shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days' written notice. At the special meeting, members shall consider and enact a budget. The adoption of the budget shall require a vote of not less than 66 2/3% of all members. The Directors may propose a budget to the members at the meeting of members or in writing; and, if the budget or proposed budget is approved by the members at the meeting or by vote of at least 66 2/3% of all members in writing, the budget shall be adopted. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Cooperative property, expenses by the Corporation which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Cooperative property shall be excluded from the computation.

(d) The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 719.504(20), Florida

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Statutes. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. The immediate foregoing shall not apply to budgets in which the members have by a majority vote at a duly called meeting of the Corporation determined for a fiscal year to provide no reserves or reserves less adequate than required by the foregoing section.

(e) When the Directors determine the amount of any assessment, the Treasurer shall mail or present to each member a statement of assessment. All assessments shall be paid to the Treasurer and, upon request, the Treasurer shall give a receipt for each payment received.

7.7 Rent. The Directors shall determine annually the rent to be charged for the ensuing year in accordance with the terms of the proprietary leases and Paragraph 7.5 of these Bylaws.

7.8 Application of Payments and Commingling of Funds. All sums collected by the Corporation from common expense assessments, rent, other charges and income may be commingled in a single fund or divided into more than one fund, as determined by the Directors. However, separate ledgers must be maintained on reserve accounts, if any, and operating funds. Statutory reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called membership meeting. Any delinquent payment by a member shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments in such manner and amounts as the Directors determine.

7.9 Acceleration of Assessment Installments Upon Default. If a member shall be in default in the payment of an installment upon an assessment or rent, the Directors may accelerate the installments of the assessment, and, if applicable, rent coming due during the next calendar quarter upon notice to the member, and the unpaid balance of the assessment (and rent) shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. The Association may charge an administrative late fee in addition to interest of Twenty-five Dollars (\$25.00) or five percent (5%) of each past due installment, whichever is greater. If the

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Directors record a Claim of Lien against the unit in accordance with Section 11.2, then the accelerated assessments (and rent) shall include the amounts due for the remainder of the budget year in which the Claim of Lien is filed.

7.10 Fidelity Bonds. The members shall obtain fidelity bonding of all officers or directors of the Corporation who control or disburse funds of the Corporation, as provided by law. The Corporation shall bear the cost of any such bonding.

7.11 Accounting Review or Audit. A review of the accounts of the Corporation shall be made in compliance with law from time to time as directed by the Directors. A copy of any report received as a result of a review, audit or written summaries thereof shall be furnished each member of the Corporation and to the Division of Florida Land Sales, Condominium and Mobile Homes of the Department of Business Regulation, within sixty (60) days after its receipt by the Directors. The report shall meet the requirements of Section 719.104(2), Florida Statutes.

7.12 Accounting Records and Reports. The accounting records of the Corporation shall be open to inspection by members or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, (b) an account for each membership certificate designating the name and current mailing address of the member, the amount of each assessment, the dates and the amounts in which the assessments come due, the amount paid upon the account and the balance due and (c) question and answer statement as provided in Section 719.504, Florida Statutes. All records and reports shall meet the minimum requirements of Chapter 719.

7.13 Tax Deduction Statement. The Corporation shall, on or before March 15 following the close of the fiscal year, send to each member listed on the books of the Corporation for the prior fiscal year a statement setting forth the amount per membership certificate of that portion of the amounts paid by such member under his proprietary lease during such year which has been used by the Corporation as the member's agent for payment of real estate taxes and interest on the blanket mortgage or other indebtedness paid by the Corporation with respect to property owned by it.

7.14 Application of Payment. All payments by a member shall be applied as provided herein and in the proprietary lease for his unit.

7.15 Transfers and Fees. The assignment or sublease of

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units is subject to the approval of the Directors pursuant to these Bylaws and the proprietary leases. The Directors may impose a fee in connection with the approval of the of the assignment or sublease of units; provided, however, that no fee shall be charged in connection with a assignment, sublease or approval in excess of the expenditures reasonably required for transfer, and this expense shall not exceed \$100.00. No charge shall be made in connection with an extension or renewal of sublease. The Board of Directors is authorized to adopt rules requiring as a condition to permitting the sublease of a unit the depositing into a Corporation escrow account a security deposit in an amount not to exceed the equivalent of one (1) month's rent. The security deposit shall protect against damages to common areas or cooperative property. Within fifteen (15) days after a sublease vacates the premises, the Corporation shall refund the full security deposit or give written notice by certified mail, return receipt requested, to the sublessee at sublessee's last known address of any claim made against the security deposit. Disputes involving the security deposit shall be handled in the same fashion as disputes concerning security deposits under Section 83.49, Florida Statutes (The Landlord-Tenant Act).

ARTICLE VIII. ROSTER OF MEMBERS AND MORTGAGES

The Corporation shall maintain records entitled "Members". A member who mortgages his unit in the Cooperative shall notify the Corporation of the name and address of his mortgagee and shall file a copy of the mortgage documents with the Corporation. A member who satisfies a mortgage covering a unit shall also notify the Corporation thereof and file a copy of the satisfaction of mortgage with the Corporation. Each member or the member's family member(s) or sublessee(s) shall deliver a photocopy of a bonafide personals identification including name, signature, birth date, and photograph. Acceptable forms of identification include a driver's license or passport.

ARTICLE IX. PARLIAMENTARY RULES

Robert' Rules of Order (latest edition) shall govern the conduct of the Corporation meetings when not in conflict with the proprietary lease, the articles of these Bylaws.

ARTICLE X. AMENDMENTS

These Bylaws may be amended in the following manner:

10.1 Proposal of Amendments, A resolution for the adoption of an amendment to these Bylaws may be proposed either by a majority of the Directors or by not less than twenty percent

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(20%) of the members entitled to vote.

10.2 Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.3 Adoption. Amendment may be adopted by a two-thirds (2/3) vote at the meeting set forth in notice given pursuant to Section 10.2.

10.4 Consent to Certain Amendments. No amendments to the Bylaws shall be valid without the written consent of one hundred percent (100%) of the members affected by any amendment that changes the configuration or size of any unit in any material fashion or that materially alters or modifies the appurtenances of the unit or changes the proportion or percentage by which the member shares the common expenses and the common surplus and equity in the Corporation or changes or modifications in voting rights or location of a member's unit.

10.5 Errors and Omissions. In the event it shall appear that there is an error or omission in these Bylaws or exhibits thereto or any Cooperative document, then and in that event the Corporation may correct such error or omission by an amendment to these Bylaws in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided in Paragraph 10.3 above but shall require a vote in the following manner:

(a) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the Directors or by the members of the Corporation. Except as elsewhere provided, such approvals must be either by:

(i) Not less than thirty-three and one-third percent (33 1/3%) of the entire membership of the Board of Directors and by not less than ten percent (10%) of the votes of the entire membership of the Corporation; or

(ii) Not less than twenty-five percent (25%) of the votes of the entire membership of the Corporation; or

(iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by all members in

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the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Lee County, Florida.

(c) The foregoing provisions relating to amendments for defects, errors or omissions are intended to be in accordance with and pursuant to Section 719.304(1), Florida Statutes.

(d) The amendment made pursuant to this subparagraphs 10.5(b) (i) or (ii) need only be executed and acknowledged by the Corporation and by no other parties whatsoever.

10.6 Prohibition of certain amendments. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of the MOBILE HOME VILLAGE or of units without the consent of the mortgagees in each instance. The restriction as to age set forth in these Bylaws may not be amended for a period of 30 years from the date of recording. No amendment shall be made that is in conflict with the articles or the proprietary leases.

10.7 Execution. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

ARTICLE XI. COMPLIANCE AND DEFAULT

11.1 Violations. In the event of a violation (other than the non-payment of an assessment) by a member or occupant of a unit of any of the provisions of these Bylaws, the proprietary lease or the Act, the Corporation, by direction of its Directors, shall notify the member of said breach by written notice, transmitted to the member of his unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Corporation shall have the right to treat such a violation as an intentional, material breach of the Bylaws, the proprietary lease of the Act, and the Corporation shall then at its option, have the following elections:

(a) To commence an action in equity to enforce performance of the part of the member; or

(b) To commence an action at law to recover its damages; or

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(c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by a court that the member was in violation of any of the provisions of the above-mentioned documents, the member shall reimburse the Corporation for its reasonable attorney's fees and costs incurred in bringing such action.

11.2 Defaults. In the event a member does not pay any rents or assessments, or interest on either, required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Directors or manager acting on behalf of the Corporation, may foreclose the lien encumbering the unit created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed pursuant to Section 719.108, Florida Statutes. Reasonable attorneys' fees incurred by the Corporation incident to the collection of rents and assessments or the enforcement of the lien shall also be secured by the lien. The Corporation shall be entitled to the appointment of a receiver if it so requests. The Corporation shall have the right to bid-in the unit at a foreclosure sale and to acquire, hold, sublet, mortgage and convey the same. In lieu of foreclosing its lien, the Corporation may, through its Directors, bring suit to recover a money judgment for any rent, sums, charges or assessments required to be paid to the Corporation without waiving its lien securing rents or assessments, or interest on either. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Corporation against a member, the losing party shall pay the costs thereof, together with a reasonable attorney's fee.

11.3 Negligence or Carelessness of a Member. Each member shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by the member's act, neglect or carelessness, or by the negligence of any family member, guests, employees, agents or licensees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

11.4 Election of Remedies. All rights, remedies and privileges granted to the Corporation or a member pursuant to any terms, provisions, covenants or conditions of the Cooperative documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Cooperative documents.

ARTICLE XII. INDEMNIFICATION

Every Director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which the Director or officer may become involved, by reason of his being or having been a Director or officer of the Corporation. This indemnification shall apply whether or not the individual is a Director or officer at the time such liabilities or expenses are incurred, except in cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement or reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or officer may be entitled.

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ARTICLE XIII. LIABILITY SURVIVES
TERMINATION OF MEMBERSHIP

The termination of membership in the Corporation shall not relieve or release any former member from any liability or obligation incurred under or in any way connected with the Cooperative during the period of membership, or impair any rights or remedies which the Corporation may have against such former member, arising out of, or which is in any way connected with, such membership.

ARTICLE XIV. LIMITATION OF LIABILITY

Notwithstanding the duty of the Corporation to maintain and repair the common facilities, the Corporation shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, members or other persons.

ARTICLE XV. LIENS

Protection of Property. All liens against a unit, other than permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent or as provided in the Cooperative documents or Bylaws, whichever is sooner.

ARTICLE XVI. SEAL

The seal of the Corporation shall have inscribed thereon the

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name of the Corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE XVII. PROPRIETARY LEASES
AND MEMBERSHIP CERTIFICATES

17.1 Issuance. No share certificates shall be issued by the Corporation. Two hundred fifty proprietary leases shall be issued by the Corporation. One proprietary lease shall be issued to each Lessee of a unit in the Cooperative. The price for the issuance of the proprietary lease shall be the price of the initial membership dues for the purchase of the membership certificate of the same number as the unit. The initial membership dues for the certificates and proprietary leases shall be set from time to time by the Directors.

17.2 Execution. All proprietary leases shall be signed by the President or Vice President and shall have the corporate seal affixed. Membership certificates shall be signed by the President and Secretary and shall have the corporate seal affixed.

17.3 Form of Proprietary Lease. The form of proprietary lease from time to time shall be determined by the Board of Directors.

17.4 Form of Membership Certificate. The form of membership certificate shall be determined by the Board of Directors.

17.5 Transfers. Transfers of membership certificates shall be made only on the books of the Corporation. The existing certificate, properly endorsed, shall be surrendered and cancelled before a new certificate is issued. Transfers of Proprietary Leases shall be made by a written assignment, executed with the formalities of a Deed, recorded in the Public Records of Lee County, Florida. Proof of the executed and recorded assignment, and assumption by the assignee, of the Proprietary Lease, shall be required by the Corporation before the corresponding membership certificate shall be cancelled and reissued. All transfers of proprietary leases and membership certificates are subject to these Bylaws and the Master Form Proprietary Lease.

17.6 Votes. Each proprietary lease shall entitle the lessee and holder to one vote in the meetings of the Corporation. There shall be a total of 250 votes.

17.7 Liens. The Corporation shall have a first lien on all

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of the individual leases and membership certificates in the name of each member for debts due the Corporation by such member.

17.8 Memorandum of Proprietary Lease. In lieu of recording a complete and full proprietary lease, a memorandum of proprietary lease may be recorded.

17.9 Inscription of Membership Certificates. Membership certificates shall be inscribed with the following legend:

"The rights of any holder of this membership certificate are subject to the provisions of the Articles of Incorporation and the Bylaws of the Corporation and to all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Corporation, as Lessor, and the person in whose name this certificate is issued, as Lessee, for a unit in the Mobile Home Village which is owned by the Corporation and operated as a "cooperative", which proprietary lease limits and restricts the title and rights of any transferee of this certificate and imposes a lien on this certificate to secure payment of assessments, common expenses and other sums which may become due to the Corporation from the holder hereof".

ARTICLE XVIII. EASEMENTS

Each of the following easements is a covenant running with the land of the Cooperative, to wit:

18.1 Utility Services; Drainage. Easements are reserved under, through and over the cooperative property as may be required for utility services and drainage in order to serve the Cooperative. Such reservation is also contained in the Master Form Proprietary Lease. A member shall do nothing on or under the unit that interferes with or impairs the utility services using these easements. The Association has the irrevocable right of access to each unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any structural component of the building or of any mechanical, electrical or plumbing elements necessary to prevent damage to the building or to another unit.

18.2 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, other portions of the Cooperative property as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Cooperative property as may, from time to time, be paved and intended for such purposes; and such easements shall

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be for the use and benefit of the members, institutional mortgagees, or lessees, and those claiming by, through or under the aforesaid.

18.3 Covenant. All easements of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Cooperative, and, notwithstanding any other provisions of these Bylaws, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

ARTICLE XIX. APPROVAL AND RATIFICATION

The Corporation, by its execution of these Bylaws approves and ratifies all of the covenants, terms and conditions, duties and obligations of these Bylaws and exhibits attached hereto. The members, by virtue of their acceptance of the proprietary leases and appurtenant membership certificates as to their unit, hereby approve and ratify all of the terms and conditions, duties, and obligations of these Bylaws and exhibits attached hereto.

ARTICLE XX. RULES AND REGULATIONS

Rules and Regulations may be adopted and amended from time to time and shall be deemed in effect until amended by the Directors and shall apply to and be binding upon all members. The members shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a fifty-one percent (51%) majority vote of the Directors; no vote of the membership shall be required. A change, amendment or adoption of a rule and regulation shall not require an amendment to the Bylaws. The rules and regulations, in full force and effect as of the date of these Bylaws, being attached hereto, are made a part hereof as though set out in full.

ARTICLE XXI. MEMBERS COMPLAINTS

Any complaint filed by a member over the operation or administration of the Association, shall be by written request, forwarded by certified mail to the Board of Directors, and such complaint shall be disposed of as provided by law.



ARTICLE XXII. CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE XXIII. CONFLICT

If any irreconcilable conflict should exist, or hereafter, arise, with respect to the interpretation of these Bylaws and the proprietary leases, the provisions of the Bylaws shall prevail.

ARTICLE XXIV. ACQUISITION OF ADDITIONAL LANDS

From time to time, the Corporation shall have the right to purchase and add additional lands to the Cooperative property, which lands may or may not be converted to cooperative. Such action shall require the affirmative vote of two-thirds of the membership of the Corporation. Thereafter, the Board of Directors shall have all the powers and duties with respect to such properties as the Board has with respect to the Cooperative.

ARTICLE XXV. RECREATIONAL AND OTHER FACILITIES

From time to time, the Corporation, through its Board of Directors, shall have the right to modify, add, delete, substitute, or otherwise develop recreational and/or other facilities and amenities of the Cooperative. If such action would materially alter or modify the appurtenances of a unit, then such action shall require the affirmative vote of a majority of the members. Thereafter, the Board of Directors shall have all the powers and duties necessary and/or convenient to accomplish the proposed action.

ARTICLE XXVI. ARBITRATION

Internal disputes arising from the operation of the Cooperative among unit owners, the Corporation, and their agents and assigns, shall be submitted for voluntary binding arbitration to the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation in accordance with Sections 719.106(1)(1) and 719.1255, Florida Statutes.

Passed and duly adopted this 24th day of March, 1993.

Betty H. Rossi
Secretary

DR2076 PG3058

CHARLIE GREEN LEE
93 APR -9 AM 9:45

SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC.

1993 OPERATING BUDGET

	ANNUAL COOP	ANNUAL PER UNIT	MONTHLY COOP	MONTHLY PER UNIT
	-----	-----	-----	-----
EXPENSES FOR THE ASSOCIATION AND COOPERATIVE:				
A. Administration of Association:				
Office expense	\$ 1,200	\$ 10.34	\$ 100	\$.86
Advertising	600	5.17	50	.43
Auto/tk	1,200	10.34	100	.86
Office management	6,000	51.72	500	4.31
Taxes - other	1,143	9.85	95	.82
Telephone	1,200	10.34	100	.86
Legal & accounting	6,000	51.72	500	4.31
B. Management Fees	0	.00	0	.00
C. Maintenance:				
General, etc.	57,000	491.38	4,750	40.95
D. Rent for Recrea & other Commonly Used Areas	0	.00	0	.00
E. Taxes on Assoc. Property	32,000	275.86	2,667	22.99
F. Taxes on Leased Areas	0	.00	0	.00
G. Insurance	8,500	73.28	708	6.10
H. Security Provisions	0	.00	0	.00
I. Other Expenses:				
Util - elect	18,000	155.17	1,500	12.93
Util - CATV	600	5.17	50	.43
Util - trash	18,000	155.17	1,500	12.93
Util - wtr/swr	52,000	448.28	4,333	37.35
Contingency	1,987	17.13	166	1.43
J. Operating Capital	0	.00	0	.00
K. Reserves	0	.00	0	.00
L. Fees Payable to Division:				
Cooperative(\$1 per lot)	116	1.00	10	.09
Rental fees(\$3 per lot)	741	6.39	62	.53

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EXHIBIT "5"

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SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC.

EXPENSES FOR UNIT OWNER:

A. Rent for a unit, if subject to a lease.	0	.00	0	.00
B. Rent payable by the Unit owner directly to the lessor or agent under any recreational lease of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessments for common maintenance paid by the unit owners to the association.	0	.00	0	.00

TOTAL EXPENSES	\$ 206,287	\$ 1,778.31	\$ 17,191	\$ 148.18
----------------	------------	-------------	-----------	-----------

Less rental income and other income in excess of interest expense and other expenses non-member unit owners. (90 renters)

(108,847)	(938.31)	(9,071)	(78.18)
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NET ASSOCIATION EXPENSES COLLECTIBLE BY MAINT. FEES

\$ 97,440	\$ 840.00	\$ 8,120	\$ 70.00
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PURCHASE AGREEMENT FOR MEMBERSHIP/LEASE
SUN-N-FUN MOBILE HOME VILLAGE, A RESIDENTIAL COOPERATIVE.

THIS AGREEMENT is executed this _____ day of _____, 20____
by and between SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION,
INC., a Florida non-profit Corporation, as the Developer of the
Property ("Seller") and sometimes "Developer"), and _____

("Purchaser" and sometimes "Buyer" or "Assignee". The parties
hereto agree that Seller shall sell or assign and Purchaser shall
purchase a proprietary lease of the following described unit and the
appurtenant membership certificate under the terms and conditions
herein after set forth: Unit No. _____, SUN-N-FUN MOBILE HOME
VILLAGE, a Residential Cooperative, according to the Master Form
Proprietary Lease, and the Articles of Incorporation and Bylaws of Seller,
copies of which have been provided Purchaser, all of which have been
or will hereafter be recorded in the Public Records of Lee County, Florida.

NOTE: ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER.
FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE
TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION
719.503 FLORIDA STATUTES. TO BE FURNISHED BY A DEVELOPER
TO A BUYER OR ASSIGNEE.

ANY PAYMENT IN EXCESS OF TEN (10) PERCENT OF THE PURCHASE
PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO
THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY
THE DEVELOPER.

This contract is made upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price of the Cooperative unit
Is \$ _____, which shall be payable as follows:

- a. Initial deposit and additional payments to date paid to Sun-N-Fun
Mobile Homeowners Assoc., Inc. \$ _____
- b. Promissory Note or Mortgage balance to date \$ _____
- c. Amortization: 0, 1/10, 1/4, 1/2, 3/4, basic amount \$ _____
- d. Mortgage payment and Maintenance Fee \$ _____
- e. Note: Interest and Maintenance Fee may be changed by
Association and Board Action.
- f. Purchaser may choose to pre-pay on the Mortgage to another
amortization schedule, but not to extend the remaining term.

EXHIBIT "6"

- 1 - of 6

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2. MEMBERSHIP AGREEMENT. Each Lessee purchasing a Membership certificate by payment or Assignment of the full sum shall receive a certificate without encumbrances other than the corporation blanket mortgage. Documentary stamps and recording fees shall be paid by buyer. Purchasers agreeing to pay less than the full share purchase price. (Options are: 0, 1/10, 1/4, 1/2, or 3/4 of total share) shall receive a membership certificate upon which it will be noted that there is a balance due to the Corporation for the purchase price, which will be paid under terms and conditions to the Corporation.

3. CONDITION OF TITLE. The Cooperative unit shall be leased by the Seller to the Purchaser under a Proprietary Lease, a memorandum of which shall be recorded in the Public Records. The Lease shall be subject to a blanket mortgage on the easements of record, if any, and the terms and provisions of all the cooperative property, taxes, zoning ordinances, restrictions, easements of record, if any, and the terms and provisions of all the cooperative documents, none of which shall adversely affect the use of the property by the Purchaser as a mobile home site.

4. TAX PRORATIONS. Taxes and assessments, insurance and Other expenses shall be prorated as of the date of closing.

5. CLOSING. The closing shall be held on the _____ day of _____, 20____, at the office of SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC. 5558 Palm Beach Boulevard, Fort Myers, Florida, 33905, or such place in Lee County as Seller may designate. At the closing, all sums due the Seller from the Purchaser shall be paid by way of cash, a Cashier's Check, or wire transfer (checks not convertible to cash on the same business day as closing shall not be accepted). At the closing, the Seller shall review the purchaser the following documents:

a. Prospectus including:

(1) Articles of Incorporation, Bylaws of the Cooperative Association and Exhibits attached thereto:

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(2) Conditions, limitations, restrictions, reservations, agreements and easements now of record or hereafter granted by Seller, granted to Seller or imposed by governmental authorities having jurisdiction or control over the subject property;

(3) Zoning and building code ordinances and regulations, rights or interests vested in any municipal, county, state or federal government or agency;

(4) Public utility franchises and tariffs;

(5) The blanket mortgage, encumbering the Cooperative; and any and all extensions, modifications, consolidations, renewals, refinances, future advances and replacements thereof and also any subsequent mortgage of the Cooperative; and

(6) Taxes and assessments for the current year and subsequent years.

b. Owner's Affidavit

c. Closing Statement

d. Membership Certificate in the Cooperative Association.

6. QUALIFICATIONS OF PURCHASER. It is understood by the Purchaser that an investigation shall be made by Seller to determine if the Purchaser, in the sole opinion and discretion of the Seller, is a person of good character and generally desirable and suitable for membership in the Association; and the Seller shall have the right for a period of thirty (30) days from the date of Purchaser's delivery to Seller of Seller's purchase application in which to determine if the Purchaser is suitable for membership in the Cooperative Association. If the Purchaser is not acceptable to the Seller, the Seller shall notify the Purchaser of its findings of unacceptability and simultaneously return to the Purchaser his deposit in full, together with any interest earned thereon, and this Agreement shall thereafter be considered null and void and of no further force and effect. There shall be no liability upon the Seller of any of its agents or employees either, for acceptance or rejection of a Purchaser or as to the method or manner of making an investigation.

7. CONSTRUCTION OF DWELLING. Purchaser agrees that if no dwelling is on the unit at the time of the execution hereof, to place a mobile home on the unit within six months of the closing

responsibility hereunder. In this regard, the Purchaser acknowledges that exact damages are incapable of being ascertained by virtue of the fact that the Seller has removed the subject unit from sales availability and has incurred interest expenses and other costs in connection with entering into this purchase agreement. The Purchaser further acknowledges that the above deposits are a fair and reasonable sum to compensate the Seller and is in no way or manner intended whatsoever to be a penalty. In the event the Seller is unable to convey title as provided for herein, the deposits paid hereunder shall be returned to the Purchaser, and thereupon all the parties hereto shall be relieved of all obligations hereunder. If any party defaults in any obligation undertaken by them hereunder, the other party shall have the right to seek specific performance by the other party of the terms of this Agreement. Liability of the Seller under this Agreement is limited to that set forth in this Paragraph 11. In no event shall the Purchaser have a lien upon the Cooperative property or unit.

12. NOTICES. Notices to either party shall be deemed as properly given when mailed by certified mail, return receipt requested, with sufficient postage affixed, addressed as follows:

For the Developer:

SUN-N-FUN MOBILE HOMEOWNERS
ASSOCIATION, INC.
5558 Palm Beach Boulevard
Fort Myer, Florida 33905

For the Buyer or Assignee:

13. RIGHT OF CANCELLATION. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

14. MISCELLANEOUS.

a. It is acknowledged by the Purchaser that maps, brochures, sketches and scale models, if any, constitute advertising materials and shall not be construed as warranties or representations of matters requiring performances by the Seller. This Agreement is intended to represent the entire understanding of the parties and no agreements or representations, unless incorporated in this contract, shall be binding upon any party.

b. The provisions of this Agreement shall survive the closing of this transaction.

c. It is hereby acknowledged by the parties that time shall be of the essence in connection with this entire transaction.

d. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof, as the identity of the person or persons, or as the situation may require.

e. This contract may not be assigned.

f. The unit has or has not been occupied by someone other than the Buyer.

g. This contract is or is not with the sale or transfer of a unit subject to a lease.

Note: The unit is subject to a lease or sublease. A copy of which is attached.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above mentioned.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

PURCHASER

PURCHASER'S ADDRESS

PURCHASER

SUN-N-FUN MOBILE HOMEOWNERS
ASSOCIATION, INC.

By: _____
President

WRK:06360TBPA

Notary

Corporate Seal

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COMMUNITY DEVELOPMENT

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(2) Conditions, limitations, restrictions, reservations, agreements and easements now of record or hereafter granted by Seller, granted to Seller or imposed by governmental authorities having jurisdiction or control over the subject property;

(3) Zoning and building code ordinances and regulations, rights or interests vested in any municipal, county, state or federal government or agency;

(4) Public utility franchises and tariffs;

(5) The blanket mortgage, encumbering the Cooperative; and any and all extensions, modifications, consolidations, renewals, refinances, future advances and replacements thereof and also any subsequent mortgage of the Cooperative; and

(6) Taxes and assessments for the current year and subsequent years.

b. Owner's Affidavit

c. Closing Statement

d. Membership Certificate in the Cooperative Association.

6. QUALIFICATIONS OF PURCHASER. It is understood by the Purchaser that an investigation shall be made by Seller to determine if the Purchaser, in the sole opinion and discretion of the Seller, is a person of good character and generally desirable and suitable for membership in the Association; and the Seller shall have the right for a period of thirty (30) days from the date of Purchaser's delivery to Seller of Seller's purchase application in which to determine if the Purchaser is suitable for membership in the Cooperative Association. If the Purchaser is not acceptable to the Seller, the Seller shall notify the Purchaser of its findings of unacceptability and simultaneously return to the Purchaser his deposit in full, together with any interest earned thereon, and this Agreement shall thereafter be considered null and void and of no further force and effect. There shall be no liability upon the Seller of any of its agents or employees either, for acceptance or rejection of a Purchaser or as to the method or manner of making an investigation.

7. CONSTRUCTION OF DWELLING. Purchaser agrees that if no dwelling is on the unit at the time of the execution hereof, to place a mobile home on the unit within six months of the closing

of this contract and to complete such construction within two months from the date of commencement. No construction shall commence until Seller has approved the plans for such construction and the builder selected by the Purchaser. In approving the plans, the Seller may require the use of approved exterior designs and elevations, materials, colors and finishes.

8. RECORDATION OF DOCUMENTS. The Purchaser herein specifically gives authority to Seller to file and place among the Public Records of Lee County, Florida, all documentary instruments referred to herein or as are required to be filed under the Laws of the State of Florida, or as are required to be filed under the Laws of the State of Florida, or otherwise which Seller deems necessary in its sole discretion. Provided, however, this Agreement shall not be recorded in said Public Records without the express, prior written consent of Seller.

9. COOPERATIVE DOCUMENTS. Purchaser agrees that possession and occupancy of the unit will, at all times, be subject to the provisions of the instruments and documents referred to in the Prospectus, Exhibit "1" (sometimes herein called "the Cooperative Documents") attached hereto and made a part hereof. Purchaser acknowledges having received copies of each and every one of the instruments and documents referred to in Exhibit "1", all of which instruments and documents are hereby approved and accepted by Purchaser. Purchaser agrees to be bound by each and every one of the terms and conditions of said instruments and documents, and to purchase the unit pursuant to this contract and subject to said instruments and documents. The Seller reserves the right to amend any of the instruments and documents referred to in Exhibit "1" provided that: (1) a copy of said amendment is transmitted to Purchaser, and (2) the amendment does not materially affect the rights of the Purchaser. If the closing does not occur for any reason, Purchaser shall promptly return the Cooperative Documents to Seller.

10. RISK OF LOSS. Seller shall bear the risk of loss prior to closing unless possession of the Cooperative unit is delivered to Purchaser prior to closing; and, in the latter event, the risk of loss shall be borne by the Purchaser as of the date of delivery of physical possession to the Purchaser.

11. DEFAULT. In the event that the Purchaser fails to consummate this purchase and sale and/or execute all documents reasonably required of Purchaser by Seller and/or mortgage lender, if any, and pay the balance of the purchase price, or otherwise defaults on the terms and conditions of this Agreement, the deposits paid and agreed to be paid hereunder shall belong to the Seller as agreed-upon liquidated damages, and the parties hereto shall thereupon be relieved of any and all further

responsibility hereunder. In this regard, the Purchaser acknowledges that exact damages are incapable of being ascertained by virtue of the fact that the Seller has removed the subject unit from sales availability and has incurred interest expenses and other costs in connection with entering into this purchase agreement. The Purchaser further acknowledges that the above deposits are a fair and reasonable sum to compensate the Seller and is in no way or manner intended whatsoever to be a penalty. In the event the Seller is unable to convey title as provided for herein, the deposits paid hereunder shall be returned to the Purchaser, and thereupon all the parties hereto shall be relieved of all obligations hereunder. If any party defaults in any obligation undertaken by them hereunder, the other party shall have the right to seek specific performance by the other party of the terms of this Agreement. Liability of the Seller under this Agreement is limited to that set forth in this Paragraph 11. In no event shall the Purchaser have a lien upon the Cooperative property or unit.

12. NOTICES. Notices to either party shall be deemed as properly given when mailed by certified mail, return receipt requested, with sufficient postage affixed, addressed as follows:

For the Developer:

SUN-N-FUN MOBILE HOMEOWNERS
ASSOCIATION, INC.
5558 Palm Beach Boulevard
Fort Myer, Florida 33905

For the Buyer or Assignee:

13. RIGHT OF CANCELLATION. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

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14. MISCELLANEOUS.

a. It is acknowledged by the Purchaser that maps, brochures, sketches and scale models, if any, constitute advertising materials and shall not be construed as warranties or representations of matters requiring performances by the Seller. This Agreement is intended to represent the entire understanding of the parties and no agreements or representations, unless incorporated in this contract, shall be binding upon any party.

b. The provisions of this Agreement shall survive the closing of this transaction.

c. It is hereby acknowledged by the parties that time shall be of the essence in connection with this entire transaction.

d. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof, as the identity of the person or persons, or as the situation may require.

e. This contract may not be assigned.

f. The unit has or has not been occupied by someone other than the Buyer.

g. This contract is or is not with the sale or transfer of a unit subject to a lease.

Note: The unit is subject to a lease or sublease. A copy of which is attached.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above mentioned.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

PURCHASER

PURCHASER'S ADDRESS

PURCHASER

SUN-N-FUN MOBILE HOMEOWNERS
ASSOCIATION, INC.

By: _____
President

WRK:06360TBPA

Notary

Corporate Seal

ADD 2009-00049



This Instrument Prepared By:
WILLIAM R. KORP, ESQUIRE, of
ISPHORDING KORP PAYNE CHARTERED
333 S. Tamiami Trail, Suite 199
Venice, Florida 34285

3367804

OR 2376 Pg 2998

SUN-N-FUN MOBILE HOME VILLAGE, A RESIDENTIAL COOPERATIVE

MASTER FORM PROPRIETARY LEASE

PROPRIETARY LEASE, made as of _____, 19____, by and between SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit Corporation (hereinafter called the "Corporation"), and _____ (hereinafter called the "Lessee").

WHEREAS, the Corporation is a Florida non-profit Corporation governing the affairs of SUN-N-FUN MOBILE HOME VILLAGE, a Residential Cooperative; and

WHEREAS, the Corporation is the owner of the land and the real property improvements located thereon, described on Exhibit "A" attached hereto, in the County of Lee, which is known as SUN-N-FUN MOBILE HOME VILLAGE, a Residential Cooperative, at 5558 Palm Beach Boulevard, Fort Myers, Florida 33905; and

WHEREAS, the Lessee is the owner of Membership Certificate Number _____ of the Corporation, to which this lease is appurtenant and which has been allocated to Unit _____ in the Cooperative;

NOW, THEREFORE, in consideration of the premises:

1. Demised Premises; Term. The Corporation hereby leases to the Lessee, and the Lessee hires from the Corporation, subject to the terms and conditions hereof, Unit _____ of SUN-N-FUN MOBILE HOME VILLAGE, a Residential Cooperative (hereinafter "Mobile Home Village"), as described in Exhibit "B" (plot plan) of this Proprietary Lease for a term of years from _____, until _____, (unless sooner terminated as hereinafter provided). As used herein, the unit means the designated plot of land set out on the date of the execution of this lease designated by the above-stated number, together with the appurtenances and fixtures which are allocated exclusively to the occupant of the unit.

2. Rent, Maintenance, Common Expenses-How Fixed.

A. The Lessee shall pay rent and maintenance or common expense in accordance with the rent schedule and maintenance or common expense assessment established and hereafter set forth.

EXHIBIT "7"

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: J. TURNER, D.C.

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B. In accordance with Section 719.108, Florida Statutes, the various owners of membership certificates and proprietary leases (hereafter "Members") shall be liable for the payment of rent and assessments for upkeep and maintenance of the corporate property, including, but not limited to, mortgage payments, maintenance, taxes, insurance, repairs, betterments, and utilities, and the salaries of the manager and other employees and other operating costs and operating items.

C. The Board of Directors (hereinafter referred to as "Directors") of the Corporation from time to time according to Section 719.106, Florida Statutes, shall fix the sum of money needed for the operation of the Corporation. It shall determine the amount required by operating items and costs, such as: mortgage payments, maintenance, taxes, insurance, repairs, betterments and utilities, salaries of a manager and other employees and any other sums necessary to the upkeep, operation and maintenance of the Corporation's property.

D. The percentage of common expenses allocated to each unit is 1/250 and may not be changed or amended except with the Lessee's written consent; however, the exact amount of maintenance or common expense charges may be increased or decreased based upon an increase or decrease in the estimated operating budget of the Corporation.

E. The Directors are empowered in the manner and subject to Section 719.106, Florida Statutes, to levy and collect assessments for all budgeted mortgage payments, operating maintenance expenses and other ordinary expenses. Special assessments, as required, are to be paid and levied in the same manner as regular assessments. The Members shall pay all assessments against their individual units promptly when due.

F. The Directors shall establish the rent, if any, for the units.

G. If the Directors fail to make a new rent schedule and assessment, the Members shall pay at the current rate until a new rate is determined.

H. All rent and assessments paid by Members to the Corporation for maintenance or common expenses shall be used by the Corporation to pay its obligations as authorized by the Directors. Any excess received from Members held by the Corporation at the conclusion of its taxable year, whether calendar or fiscal, will be deemed to be common surplus. Each Member shall own any common surplus of the Cooperative in the same percentage as the common expenses are shared, which for this unit is the percentage as stated in 2.D above. The ownership of

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common surplus does not include the right to withdraw or require payment or distribution of the same. The common surplus, at the discretion of the Directors, may be used by the Corporation to apply against future expenses of the Corporation.

I. Accurate records and books of account shall be kept by the Directors and shall be open to inspection by members in accordance with Section 719.104, Florida Statutes.

J. All rent, assessments or common expense charges due hereunder shall be payable in equal monthly installments in advance on the first day of each month, unless the Directors, at the time of their determination of the cash requirements, shall otherwise direct. The Lessee shall also pay other sums and charges as may be provided herein when due.

3. Accompanying Membership Certificates to be Specified in Proprietary Leases. In every proprietary lease executed by the Corporation, there shall be specified, the membership certificate issued to the Lessee and portion of payment for maintenance or common expenses of the Corporation then currently attributable to the Lessee's unit.

4. Cash Requirements Defined. "Cash requirements" whenever used herein shall mean the estimated amount in cash as determined by the estimated operating budget of the Corporation as promulgated and adopted from year to year which the Directors shall from time to time in their judgment determine to be necessary or proper for (1) the operation, maintenance, care, alteration and improvement of the corporate property during the year or portion of the year for which such determination is made; (2) the creation of such reserve for contingencies as they may deem proper; (3) statutory reserves, unless they are voted against by the Membership; and (4) the payment of any obligations, liabilities or expenses incurred or to be incurred, after giving consideration to (i) income expected to be received during such period (other than common expense, assessments and rent), and (ii) cash on hand which the Directors in their discretion may choose to apply. The Directors may from time to time modify their prior determination and increase or diminish the amount previously determined as cash requirements of the Corporation for the year or portion thereof. No determination of cash requirements shall have any retroactive effect on the amount of the rent payable by the Lessee for any period prior to the date of such determination. All determinations of cash requirements shall be conclusive as to all Lessees.

5. Services by the Corporation. The Corporation shall keep, maintain and manage the Mobile Home Village in a neat and attractive manner and shall keep the improvements in good working

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condition, and shall provide the number of attendants requisite, in the judgment of the Directors, for the proper care and service of the Mobile Home Village. The covenants by the Corporation herein contained are subject, however, to the discretionary power of the Directors to determine from time to time what services and what attendants shall be proper and the manner of maintaining and operating the Mobile Home Village, and also what existing services shall be increased, reduced, changed, modified or terminated.

6. Damage to Unit or Common Facilities. If the unit or the means of access thereto or any of the common facilities of the Cooperative shall be damaged by fire or other cause covered by multi-peril policies commonly carried by cooperative corporations, the Corporation shall, at its own cost and expense, with reasonable dispatch after receipt of notice of said damage, repair or replace or cause to be repaired or replaced, with materials of a kind and quality then customarily in use, the unit and the means of access thereto, and the common facilities but not including the mobile home, cabanas, sheds, landscaping or other improvements on the unit.

7. Assignment of Corporation's Rights Against Occupant. If at the date of the commencement of this lease, a third party shall be in possession or have the right of possession of the unit, then the Corporation hereby assigns to the Lessee all of the Corporation's rights against said third party from and after the date of the commencement of the term hereof, and the Lessee by the execution hereof assumes all of the Corporation's obligations to said third party from said date. The Corporation agrees to cooperate with the Lessee, but at the Lessee's expense, in the enforcement of the Lessee's rights against said third party.

8. Cancellation of Prior Agreement or Statutory Tenancy. If at the date of commencement of this lease the Lessee has the right to possession of the unit under any agreement or statutory tenancy, this lease shall supersede such agreement or statutory tenancy which shall be of no further effect after the date of commencement of this lease.

9. Quiet Enjoyment and Possession. The Lessee, upon paying the rent, common expense and assessments and performing the covenants and complying with the conditions on the part of the Lessee to be performed as herein set forth, shall, at all times during the term hereby granted, quietly have, hold and enjoy the unit without any interference or hindrance from the Corporation, subject, however, to the rights of present tenants or occupants of the unit, if any, and subject to any and all mortgages of the land and improvements as provided in Paragraph 17 below.

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10. Inspection and Acceptance of Units and Common Areas. Lessee has inspected the unit and common property and will accept it in its present condition on the start of this lease.

11. Use of Common Areas. Lessee shall have the right of joint use and enjoyment in common with other Lessees of the common areas and the property of the Corporation not specifically leased to other lessees, except insofar as it may be limited or restricted by this lease or by the rules and regulations and Bylaws of the Corporation. Lessee's use of common areas and property shall not encroach upon the rights of other Lessees.

12. Indemnity. The Lessee agrees to save the Corporation harmless from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Lessee to comply with any provision hereof, or due wholly or in part to any act, default or omission of the Corporation, its agents, servants or contractors when acting as agent for the Lessee as in the lease provided. This paragraph shall not apply to any loss or damage when the Corporation is covered by insurance which provides for waiver of subrogation against Lessee.

13. Payments. The Lessee will pay the rent, common expenses and assessments to the Corporation upon the terms and at the times herein provided, without any deduction or action or any setoff or claim which the Lessee may have against the Corporation; and, if the Lessee shall fail to pay any installment promptly, the Lessee shall pay interest thereon at the maximum legal rate from the date when such payment shall have become due to the date of the payment thereof. The Corporation shall be entitled to a lien against Lessee's unit for such interest charges with the same force and effect as if the charges were a part of the common expenses.

14. Mobile Home Village Rules. The Corporation has adopted Mobile Home Village Rules (hereinafter "Rules") of the Corporation and the Directors may alter, amend or repeal such Rules and adopt new Rules. This lease shall be in all respects subject to such Rules which, when a copy thereof has been furnished to the Lessee, shall be taken to be part hereof, and the Lessee hereby covenants to comply with all such Rules and see that they are faithfully observed by family, approved subtenants of Lessee and guests. Breach of a Rule shall be a default under this lease. The Corporation shall not be liable or responsible to the Lessee for the non-observance or violation of Rules by any other Lessee or person.

15. Use of Premises. The Lessee shall not, without the written consent of the Corporation on such conditions as the

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Corporation may prescribe, occupy or use the unit or permit the same or any part thereof to be occupied or used for any purpose other than: (i) as a private dwelling for the Lessee or members of Lessee's family, but in no event shall more than two (2) persons, whose minimum age (except as set forth in Lessor's Bylaws at Article II, Section 2.3) can be no less than 45 years of age, and one of whom must be 55 years of age or older, permanently reside in the unit without written consent of the Directors; however, no person under the age of 55 years shall be permitted to enter and permanently reside in the mobile home village if that person's occupancy would result in the current census of the Park resulting in less than 80% of the occupants the age of 55 or older should such under aged person have occupancy; and (ii) any home occupation use permitted under, and subject to compliance with, the Bylaws of the Corporation, the Rules, applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction. In addition to the foregoing, the unit may be occupied from time to time by qualifying guests of the Lessee as long as such occupancy is not violative of applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction or the Cooperative. Occupancy by guests of the Lessee shall be for a period of time not exceeding one month per year, unless a longer period is approved in writing by the Directors, but no guests may occupy the unit unless one or more of the permitted residents are then in occupancy or unless consented to in writing by the Directors.

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16. Subletting - Assignment.

A. Subletting - The Lessee shall not sublet the whole or any part of the unit or renew or extend any previously authorized sublease unless consent thereto shall have been duly authorized by a resolution of the Directors or given in writing by a majority of the Directors. Any consent to subletting may be subject to such conditions as the Directors may impose. There shall be no limitation on the right of the Directors to grant or withhold consent, for any reason or for no reason, to a subletting. No consent to a subletting shall operate to release the Lessee from any obligation hereunder.

B. Assignment - The Lessee shall not assign this lease or transfer the membership certificate appurtenant or any interest therein, and no such assignment or transfer shall take effect as against the Corporation for any purpose, until:

(i) An instrument of assignment in form approved by the Corporation, executed and acknowledged by the Member/Lessee (Assignor), shall be delivered to the Corporation; and

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(ii) An agreement executed and acknowledged by the Assignee, who shall meet the membership requirements under this lease, in form approved by the Corporation, assuming and agreeing to be bound by all the covenants and conditions of this lease to be performed or complied with by the Lessee on and after the effective date of said assignment shall have been delivered to the Corporation, in which case the Lessee's lease shall be deemed transferred for the balance of the term of the lease as of the effective date of said assignment; and

(iii) The membership certificate of the Corporation to which this lease is appurtenant shall have been delivered to the Corporation for cancellation and re-issuance of a certificate in favor of the Assignee, with proper transfer taxes paid and stamps affixed, if any; and

(iv) At the option of the Lessor, subject to the provisions of Paragraph 21B, all sums due from the Lessee shall have been paid to the Corporation, together with a sum fixed by the Directors to cover a screening fee of the Corporation and its management in connection with such assignment and transfer of membership certificate, providing same does not exceed One Hundred Dollars (\$100.00); and

(v) Except in the case of an assignment, transfer or bequest of the membership certificate and this lease to the Lessee's spouse or adult siblings or parents and, except as otherwise provided in this lease, consent to such assignment shall have been authorized by resolution of the Directors or given in writing by a majority of the Directors.

C. Right of First Refusal - In the event the Directors disapprove the proposed assignment or subletting, as the case may be, and if a Member still desires to consummate such subletting or assignment, the Member shall, thirty (30) days before such subletting or assignment, give written notice to the secretary of the Corporation of the Member's intention to assign or sublet on a certain date, together with the price and other terms thereof, and the Corporation shall promptly notify the members of the Corporation of the date, price and terms.

Completely apart from and in addition to the Corporation's right to approve or disapprove any proposed sublease or assignment of the sublease, the Corporation is hereby given and granted a first right of refusal to sublet or assign, as the case may be, each proprietary lease and to transfer the membership certificate which is appurtenant thereto. If the Corporation is desirous of exercising its first right of refusal to sublet or assign said proprietary lease and transfer its membership certificate on the same terms and conditions as are contained in a bona fide offer, then the Corporation shall notify the Member

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holding the proprietary lease of the exercise by the Corporation of its election to take an assignment or sublet as the case may be, such notice to be in writing and sent by certified mail to said Member within fifteen (15) days of receipt by the Corporation of the Member's notice to the secretary of the Corporation of the Member's intention to assign or sublet.

If the Corporation has elected to take an assignment or sublet as aforementioned, then, upon notifying the Member holding such proprietary lease and membership certificate of its election, the Corporation shall execute a sublease or assignment together with the membership certificate appurtenant thereto, and shall consummate said sublease or assignment on all the terms and conditions as those contained in the offer. In the event the Directors do not exercise their right of first refusal within the fifteen (15) day period, then the Member desiring to sublet or assign may complete the sublease or assignment and transfer of appurtenant membership certificate within a reasonable time thereafter at the price and terms given in his notice, but at no other price or terms without repeating the procedure outlined above.

In the event the Member sublets or assigns without first complying with the terms hereof, the Corporation shall have the right to redeem the assignment or sublease from the purchaser, according to the provisions thereof. The Corporation's rights shall be exercised by reimbursing the purchaser for the monies expended, and immediately after such reimbursement the purchaser or transferee shall convey his right, title and interest in and to the sublease or assignment of lease and membership certificate, as the case may be, to the Corporation. An affidavit of the secretary stating that the Directors approved in all respects on a certain date the sublease or assignment shall be conclusive evidence of such fact, and from the date of approval, as stated in the affidavit, the redemption rights herein afforded the Corporation shall terminate. An affidavit of the secretary of the Corporation stating that the Directors were given proper notice on a certain date of the proposed sublease or assignment and that thereafter all provisions hereof which constitute conditions precedent to the subsequent sublease or assignment of a unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts. Such affidavit shall not be evidence of the fact that the subsequent sublease or assignment to such persons was made on the approval, but one hundred twenty (120) days after the date of the notice to the Directors, as stated in the affidavit, the redemption rights herein afforded the Corporation shall be terminated.

D. Death of Lessee - Memberships and leases may be

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held jointly with right of survivorship; however, in the case of the death of a Member holding sole ownership of a membership certificate, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the unit, provided the continued occupancy of the unit by such surviving spouse or family member(s) shall not result in less than 80% of all units in the mobile home park being occupied by at least one person 55 years of age or older; and if such surviving spouse or other surviving members of the decedent owner's family shall have succeeded to membership of the unit, by gift, bequest or otherwise, the new owner shall be admitted to membership. In the event the decedent shall have conveyed or bequeathed the membership to some designated person or persons other than a surviving spouse or members of his family, or if some other person is designated by the decedent's legal representative to receive the membership, or if under the laws of descent and distribution in the State of Florida the unit descends to some person or persons other than a surviving spouse or family member, the Directors, within thirty (30) days from the date the Corporation is given actual notice in writing of the name of the devisee or descendant, may express their refusal or acceptance of the individual or individuals so designated as a member. If the Directors consent, membership may be transferred by proper assignment of the proprietary lease and its appurtenant membership certificate to the person or persons so designated, who shall thereupon become Members of the Corporation subject to the provisions of this proprietary lease and the Bylaws and Articles of Incorporation. If the Directors shall refuse to consent, then the Corporation shall be given an additional thirty (30) days to exercise its first refusal to have the proprietary lease and membership certificate appurtenant thereto transferred to it for its own account upon the same terms and conditions of first refusal as provided for in subsection C above. The purchase price shall be for cash and if the Corporation and the personal representative are unable to agree upon a purchase price within fifteen (15) days from exercise of the Corporation's election to purchase, then the purchase price shall be determined by an appraiser appointed by the Corporation and the personal representative. The expense of appraisal shall be paid equally by the Corporation and the personal representative. In the event the Corporation does not exercise its first refusal right to purchase, then the person or persons named in the notice may take title to the unit by a proper assignment of the decedent's proprietary lease and its appurtenant membership certificate; but such transfer shall be subject in all other respects to the provisions of this proprietary lease and the Bylaws and Articles of Incorporation.

E. Leases, subleases and assignments to Assignees

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other than individual Assignees (natural persons) are expressly prohibited unless written consent therefor is first obtained from the Directors. Directors' consent therefor may be withheld without limitation or explanation. Such consent shall be withheld whenever it is the opinion of the Directors that the granting of such consent may jeopardize availability of I.R.C. Section 216 tax benefits for Members.

F. If the Sublessee or Assignee of a proprietary lease and membership certificate appurtenant thereto is a corporation, the Directors' approval may be conditioned upon approval of the corporation's designated occupant of the unit.

17. Lease Subordinate to Mortgages. This lease is and shall be subject and subordinate to the mortgage to SUN-N-FUN Mobile Home Village, Ltd., recorded in in Official Records Book 2338, Page 1036; of the Public Records of Lee County, Florida, encumbering the cooperative property at or prior to execution of this agreement, any and all extensions, modifications, consolidations, renewals, refinances, future advances and replacements thereof and also any subsequent mortgage of the cooperative property. This clause shall be self-operative and no further instrument of subordination shall be required to give such mortgage priority over this lease. In confirmation of such subordination, the Lessee shall at any time, and from time to time, on demand, execute any instruments that may be required by any mortgagee for the purpose of more formally subjecting this lease to the lien of any such mortgage or mortgages, and the duly elected officers, of the Corporation are, and each of them is, hereby irrevocably appointed the attorney-in-fact and agent of the Lessee to execute the same upon such demand, and the Lessee hereby ratifies any such instrument executed by virtue of the power of attorney hereby given. A default in the terms of such Mortgage entitles the holder thereof to foreclose this lease and any assignment thereof.

18. Alterations to the Unit. The Lessee shall not, without first obtaining the written consent of the Corporation and all applicable governmental authorities, alter in any way the unit which is leased hereunder, or alter or add to the exterior mobile home presently its attachments or other permanent improvements located upon the unit. The Lessee shall not change the color of the mobile home located on the premises or any of its appurtenances, or substantially alter its outward appearance without first having obtained the approval thereof from the Directors.

19. Insurance. The Corporation shall procure insurance on the common areas. The Corporation shall also obtain casualty insurance on the cooperative property which shall insure against

loss as a result of personal injury occurring thereon. The Lessee shall be responsible for any insurance premium insuring Lessee's mobile home or its contents and the Lessee shall be responsible for maintaining the same. Lessee shall be solely responsible for procuring flood insurance, if available, in such amounts and coverages as Lessee shall determine.

20. Construction or Mechanic's Lien. No Lessee shall have the right to cause the Corporation's interest in the land to become subject to a construction or mechanic's lien under the laws of Florida and, should a construction or mechanic's lien be filed against the unit, then the Lessee shall forthwith cause the lien to be discharged by payment, removal to security, or otherwise; and, if the Lessee shall fail to do so within ten (10) days after notice from the Corporation, then the Corporation may cause the lien to be discharged by payment, without investigation as to the validity thereof or to any offsets or defenses thereto, and shall have the right to collect all amounts paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees, if any, together with interest thereon from the time or times of payment at the maximum rate allowed by law, collectively referred to as "charges", which shall bear interest at the legal rate until paid in full and, if unpaid for thirty days, the Association shall have a cause of action for damages against the Lessee.

21. Pledge and/or Leasehold Mortgage of Membership Certificate and Lease.

A. A pledge and/or leasehold mortgage of this lease and the membership certificate to which it is appurtenant shall not be a violation of this lease; but, except as otherwise provided elsewhere herein, neither the pledgee or mortgagee nor any transferee of the pledged security shall be entitled to have the membership certificates transferred of record on the books of the Corporation, or to vote such membership certificates, or occupy or permit the occupancy by others of the unit, or sell such membership certificates or this lease, without first obtaining the consent of the Corporation in accordance with and after complying with all of the provisions of Paragraph 16. The acceptance by the Corporation of payments by the pledgee or any transferee of the pledged security on account of rent, common expenses, or assessments shall not constitute a waiver of the aforesaid provisions.

B. Secured Party - Notwithstanding the provisions of subsection A of this Paragraph 21 or any other provisions of this lease to the contrary, the following provisions of this paragraph shall govern and be binding:

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(i) The Corporation agrees that it shall give to any holder of a security interest in the membership certificate of the Corporation specified in the recitals of this lease or pledgee or mortgagee of this lease who so requests (any such holder being hereinafter referred to as a "secured party") a copy of any notice of default which the Corporation gives to the Lessee pursuant to the terms of this lease, and if Lessee shall fail to cure the default specified in such notice within the time and in the manner provided for in this lease, then the secured party shall have an additional period of time, equal to the time originally given to Lessee, to cure said default for the account of the Lessee or to cause same to be cured, and the Corporation will not act upon said default or cause same to be cured as aforesaid, until such additional period of time shall have elapsed and the default shall not have been cured.

(ii) If this lease is terminated by the Corporation as provided in Paragraph 29 of this lease, or by agreement with Lessee, then: (1) the Corporation shall give notice of such termination to the secured party and (2) upon request of the secured party made within thirty (30) days of the giving of such notice to the Corporation, the Corporation (i) shall commence and prosecute a summary dispossess proceeding to obtain possession of the unit, all at the expense of the secured party, and (ii) upon securing possession, shall be privileged to pay to secured party the full amount of its lien on the membership certificate in exchange for a release or satisfaction of said lien, or shall reissue the membership certificate to, and shall enter into a new proprietary lease for the unit with, the secured party or any individual designated by the secured party, all without the consent of the Directors to which reference is made in Paragraph 16. The holder of such certificate shall be a member of the Corporation and shall thereafter be liable to the share of rent, common expenses or assessments by the Corporation pertaining to such unit and be obligated to perform all of the Lessee's covenants under this lease.

(iii) As to the priority between the lien of a secured party and the lien for rental or assessment, whether a regular or special assessment, the lien for rent or assessment shall be subordinate and inferior to any institutional secured party regardless of when said rent or assessment was due, but not to any other secured party. The Corporation shall maintain a register of secured parties and said register shall designate whether said secured party is an institutional secured party or a noninstitutional secured party. If the owner of an institutional security agreement-leasehold mortgage or any other purchaser or purchasers of a unit obtains title of the unit (proprietary lease and its appurtenant membership certificate) as a result of the foreclosure of an institutional security agreement-leasehold

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mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors and assigns, shall not be liable for their share of rent, common expenses or assessments by the Corporation pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of rent, common expenses or assessments shall be deemed to be common expenses collectible from all of the members-owners of the units in the Cooperative including such acquirer, his successors and assigns. It is understood that such acquirer shall be liable for his share of rent, common expenses or assessments attributable to his unit from the date of acquisition of said unit (proprietary lease and appurtenant membership certificate for said unit). In the event of a foreclosure or a voluntary conveyance in lieu of foreclosure pertaining to a noninstitutional security agreement-leasehold mortgage, then such acquirer of title, his successors and assigns shall pay to the Corporation on behalf of the Lessee of the proprietary lease, all rents and additional rents, common expense or maintenance charges and other sums owed by the Lessee to the Corporation under this lease for the period ending on the date of reissuance of the aforementioned membership certificate of the Corporation including, without limitation, all sums owed under this lease.

(iv) If the purchase by the Lessee of the membership certificate allocated to the unit was financed by an institutional security agreement-leasehold mortgage, and a default or an event of default shall have occurred under the terms of the security agreement-leasehold mortgage or either of them entered into between the Lessee and the institutional secured party, notice of said default or event of default shall be given to the Corporation; Corporation shall have the option to pay the secured party the full amount of its lien on the membership certificate or shall reissue the membership certificate and enter into a new proprietary lease as directed by the secured party without further consent of the Directors. The holder of such certificate shall thereafter be liable for the share of rent, common expenses or assessments by the Corporation pertaining to such unit.

(v) If the purchase by the Lessee of the membership certificate allocated to the unit was financed by a noninstitutional security agreement-leasehold mortgage and a default or event of default shall have occurred under the terms of the security agreement-leasehold mortgage or either of them entered between the Lessee and the noninstitutional secured party, notice of said default or event of default shall be given to the Corporation. Thereupon, the Corporation shall have the option to pay the secured party the full amount of its lien on

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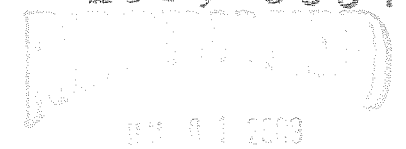
the membership certificate or reissue the membership certificate and enter into a new proprietary lease as directed by the secured party without further consent of the Directors. The holder of such certificate shall thereafter be liable for the share of rent, common expenses or assessments by the Corporation pertaining to such unit.

(vi) Without the prior written consent of any secured party who has requested a copy of any notice of default as hereinbefore provided in subparagraph A of this Paragraph 21: (a) the Corporation and the Lessee will not enter into any agreement modifying or cancelling this lease, (b) no amendment to the form, terms or conditions of this lease, as permitted by Paragraph 45, shall eliminate or modify any rights, privileges or obligations of a secured party as set forth in this Paragraph 21, (c) the Corporation will not terminate or accept a surrender of this lease, except as provided in Paragraph 29 of this lease and in subparagraph B(i) of this Paragraph 21, (d) the Lessee will not assign this lease or sublet the unit, (e) any modification, cancellation, surrender, termination or assignment of this lease or any sublease of the unit not made in accordance with the provisions hereof shall be void and of no effect, (f) the Corporation will not consent to any further pledge or mortgage of this lease or security interest created in the membership certificate, and (g) any such further pledge or mortgage or security interest shall be void and of no effect.

(vii) A secured party claiming or exercising any of the rights and privileges granted it pursuant to the provisions of this subparagraph B shall be deemed to have agreed to indemnify Corporation for all loss, liability, or expense (including reasonable attorneys' fees) arising out of claims by Lessee, or his successors or assigns, against Corporation or the secured party, or their respective successors or assigns, for acts or omissions to act on the part of either Corporation or secured party, or their respective successors or assigns, pursuant to this subsection B. The Corporation will give the secured party written notice with reasonable promptness of any such claim against Corporation, and the secured party may contest such claim in the name and on behalf of Corporation with counsel selected by the secured party at the secured party's sole expense. Corporation shall execute such papers and do such things as are reasonably necessary to implement the provisions of this subpart (vi).

(viii) Upon Lessee's final payment under the loan given by the secured party or upon prepayment of said loan, secured party will give Corporation notice of such final payment or prepayment.

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22. Corporation's Right to Remedy Lessee's Default. If the Lessee shall fail for 30 days after notice to make repairs or perform maintenance to any part of the unit or maintain, repair or replace structural components of the mobile home(s) on the unit, or if mechanical, electrical or plumbing elements require repair or replacement to prevent damage to another unit, or shall fail to remedy a condition on the unit which has become objectionable to the Corporation, the Corporation shall give reasonable notice and opportunity to Lessee for a hearing. If Lessee shall fail to appear at such hearing or perform or comply with any of the covenants or provisions of this lease within the time required by a notice and hearing from Corporation (not less than 5 days, except in the case of an emergency), then Corporation may, but shall not be obligated to, assess a fine not to exceed fifty (\$50.00) dollars to be levied against Lessee for failure to comply with cooperative documents. The Corporation shall be entitled to charge the Lessee all expenses incurred, which charges shall bear interest at the legal rate, until paid in full, and if unpaid for thirty days, the Association shall have a cause of action for damages against the Lessee.

23. Surrender on Expiration of Term. On the expiration or termination of this lease, the Lessee shall surrender to the Corporation possession of the unit with all additions and improvements. Any personal property not removed by the Lessee on or before such expiration or termination of this lease shall, at the option of the Corporation, be deemed abandoned and shall become property of the Corporation and may be disposed of by the Corporation without liability or accountability to the Lessee. Any personal property not removed by the Lessee at or prior to the termination of this lease may be removed by the Corporation to any place of storage and stored for the account of the Lessee without the Corporation in any way being liable for trespass, conversion or negligence by reason of any acts of the Corporation or of the Corporation's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage.

24. Cooperation. The Lessee shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Corporation is incorporated.

25. Waiver. The failure of the Corporation to insist, in any one or more instances, upon a strict performance of any of the provisions of this lease, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or a relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and

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remain in full force and effect. The receipt by the Corporation of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Corporation of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Directors.

26. Notices. Any notice by or demand from either party to the other shall be duly given only if in writing and sent by certified or registered mail, return receipt requested: if by the Lessee, addressed to the Corporation at the Mobile Home Village with a copy sent by regular mail to the Corporation's managing agent; if to the Lessee, addressed to the Lessee's unit or other mailing address reflected in the corporation's records. Either party may by notice served in accordance herewith designate a different address for service of such notice or demand. Notices or demands shall be deemed given on the date when mailed, except notices of change of address shall be deemed served when received.

27. Reimbursement of Corporation's Expenses. If the Lessee shall at any time be in default hereunder and the Corporation shall incur any expense (whether paid or not) in performing acts which the Lessee is required to perform or in instituting any action or proceeding based on such default or defending, or asserting a counterclaim in, any action or proceeding brought by the Lessee, the expense thereof to the Corporation, including reasonable attorneys' fees and disbursements (appellate fees and costs, if any) shall be charged to the Lessee by the Corporation, which charges shall bear interest at the legal rate until paid in full and, if unpaid for thirty days, the Association shall have a cause of action for damages against the Lessee.

28. Corporation's Immunities.

A. The Corporation shall not be liable, except by reason of Corporation's negligence, for any failure or insufficiency of water supply, electric current, gas, telephone or other service to be supplied by the Corporation hereunder or for interference with light, air, view or other interest of the Lessee. No abatement of rent or other compensation or claim of eviction shall be made or allowed because of the making or failure to make or delay in making any repairs or alterations to the common facilities or any fixtures or appurtenances therein or for space taken to comply with any law, ordinance or governmental regulation or for interruption or curtailment of any service agreed to be furnished by the Corporation, due to accidents, alterations or repairs or to difficulty or delay in securing supplies or labor or other cause beyond Corporation's control, unless due to Corporation's negligence.

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COMMUNITY DEVELOPMENT

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B. Automobiles and Other Property - The Corporation shall not be responsible for any damage to any automobile or other vehicle left in the care of any employee of the Corporation by the Lessee, and the Lessee hereby agrees to hold the Corporation harmless from any liability arising from any injury to person or property caused by or with such automobile or other vehicle while in the care of such employee. The Corporation shall not be responsible for any property left with or entrusted to any employee of the Corporation, or for the loss of or damage to any property within or without the unit by theft or otherwise.

29. Termination of Lease by Corporation. If upon, or at any time after, the happening of any of the events mentioned in subsections A through G inclusive of this Paragraph 29, the Corporation shall give to the Lessee a notice stating that the term hereof will expire on a date at least five (5) days thereafter, the term of this lease shall expire on the date so fixed in such notice as fully and completely as if it were the date herein definitely fixed for the expiration of the term, and all right, title and interest of the Lessee hereunder shall thereupon wholly cease and expire, and the Lessee shall thereupon quit and surrender the unit to the Corporation, it being the intention of the parties to create hereby a conditional limitation, and thereupon the Corporation shall have the right to reenter the unit and to remove all persons and personal property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or in equity, and to repossess the unit in its former state as if this lease had not been made, and no liability whatsoever shall attach to the Corporation by reason of the exercise of the right of reentry, repossession and removal herein granted and reserved:

A. If the Lessee shall cease to be the owner of the membership certificate to which this lease is appurtenant, or if this lease shall pass or be assigned to anyone who is not then the owner of said membership certificate;

B. If at any time during the term of this lease: (i) the then holder hereof shall be adjudicated a bankrupt under the laws of the United States; or (ii) a receiver of all of the property of such holder of this lease shall be appointed under any provision of the laws of the State of Florida or under any statute of the United States or any statute of any state of the United States and the order appointing such receiver shall not be vacated within thirty (30) days; or (iii) such holder shall make a general assignment for the benefit of creditors; or (iv) the membership certificate owned by such holder to which this lease is appurtenant shall be duly levied upon under the process of any court whatever unless such levy shall be discharged within thirty (30) days; or (v) this lease or the membership certificate to

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which it is appurtenant shall pass by operation of law or otherwise to anyone other than the Lessee herein named or a person to whom such Lessee has assigned this lease in the manner herein permitted, but this subsection (v) shall not be applicable if this lease shall devolve upon the personal representatives of the Lessee and provided that, within eight (8) months (which period may be extended by the Directors) after the death, said lease and membership certificate shall have been transferred to any Assignee in accordance with Paragraph 16 hereof; or (vi) this lease or the membership certificate to which it is appurtenant shall pass to anyone other than the Lessee herein named by reason of a default by the Lessee under a pledge or security agreement or a leasehold mortgage made by the Lessee;

C. If there be an assignment of this lease, or any subletting hereunder, without full compliance with the requirements of Paragraph 16 hereof or if any person not authorized by Paragraphs 15 or 16 shall be permitted to use or occupy the unit and the Lessee shall fail to cause such unauthorized person to vacate the unit within ten (10) days after written notice from the Corporation;

D. If the Lessee shall be in default for a period of three months in the payment of rent, sums, charges, common expenses or assessments or of any installment thereof and shall fail to cure such default within ten (10) days after written notice from the Corporation;

E. If the Lessee shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay rent, and such default shall continue for thirty (30) days after written notice from the Corporation; provided, however, that, if said default consists of the failure to perform any act, the performance of which requires any substantial period of time, then, if within said period of thirty (30) days such performance is commenced and thereafter diligently prosecuted to conclusion without delay and interruption, the Lessee shall be deemed to have cured said default;

F. If at any time the Corporation shall determine, upon the affirmative vote of seventy-five percent (75%) of its then Board of Directors, at a meeting duly called for that purpose, that, because of objectionable conduct on the part of the Lessee or of a person dwelling or visiting in the unit, repeated after written notice from Corporation, the tenancy of the Lessee is undesirable; it being understood, without limiting the generality of the foregoing, that to repeatedly violate or disregard the Rules attached to the Bylaws or hereafter established in accordance with the provisions of this lease or by the Bylaws or to permit or tolerate a person of dissolute, loose

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or immoral character to enter or remain in the unit, shall be deemed to be objectionable conduct;

G. If Lessee shall default in the payment or performance of any of Lessee's obligations under any pledge or leasehold mortgage or other security agreement (the "security agreement") given a secured party (who has complied with the provisions of said subsection B of Paragraph 16) and written notice of such default is given to Corporation by the secured party or its counsel;

H. If at any time the Corporation shall determine to terminate all proprietary leases upon: (i) the affirmative vote of two-thirds (2/3) of its then Board of Directors at a meeting of such Directors duly called for the purpose, and (ii) the affirmative vote of the record holders of at least eighty percent (80%) of its then Membership Certificates at a meeting duly called for that purpose;

I. If the common facilities shall be destroyed or damaged and the Corporation shall decide not to repair or rebuild upon: (i) the affirmative vote of two-thirds (2/3) of its then Board of Directors at a meeting of such Directors duly called for the purpose, and (ii) the affirmative vote of the recordholders of at least seventy-five percent (75%) of its then Membership Certificates at a meeting duly called for the purpose, then all proprietary leases shall be terminated.

30. Corporation's Rights After Lessee's Default.

A. In the event the Corporation resumes possession of the unit, either by summary proceedings, action of ejectment or otherwise, because of default by the Lessee in the payment of any rent, sums, charges, common expenses or assessments due hereunder, or on the expiration of the term pursuant to a notice given as provided in Paragraph 29 hereof upon the happening of any event specified in subsections A to G inclusive of Paragraph 29, Lessee shall continue to remain liable for payment of a sum equal to the sums which would have become due hereunder and shall pay the same in installments at the time such sums would be due hereunder. No suit brought to recover any installments of rent, sums, charges, common expenses or assessments shall prejudice the right of the Corporation to recover any subsequent installment. After resuming possession, the Corporation may, at its option, from time to time: (i) relet the unit for its own account, or (ii) relet the unit as the agent of the Lessee, in the name of the Lessee or in its own name, for a term which may be less than or greater than the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent, in its discretion. Any reletting of the unit shall

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be deemed for the account of the Lessee, unless within ten (10) days after such reletting the Corporation shall notify the Lessee that the premises have been relet for the Corporation's own account. The fact that the Corporation may have relet the unit as agent for the Lessee shall not prevent the Corporation from thereafter notifying the Lessee that it proposes to relet the unit for its own account. If the Corporation relets the unit as agent for the Lessee, it shall, after reimbursing itself for its expenses in connection therewith, including leasing commissions and a reasonable amount for attorneys' fees and expenses, and repairs in and to the unit, apply the remaining avails of such reletting against the Lessee's continuing obligations hereunder. There shall be a final accounting between the Corporation and the Lessee upon the earliest of the four following dates: (i) the date of expiration of the term of this lease as stated on Page 1 hereof; (ii) the date as of which a new proprietary lease covering the unit shall have become effective; (iii) the date the Corporation gives written notice to the Lessee that it has relet the unit for its own account; (iv) the date upon which all proprietary leases of the Corporation terminate. From and after the date upon which the Corporation becomes obligated to account to the Lessee, as above provided, the Corporation shall have no further duty to account to the Lessee for any avails of reletting and the Lessee shall have no further liability for sums thereafter accruing hereunder, but such termination of the Lessee's liability shall not affect any liabilities theretofore accrued.

B. If the Lessee shall at any time sublet the unit and shall default in the payment of any sum due hereunder, the Corporation may, at its option, so long as such default shall continue, demand and receive from the subtenant the sums due or becoming due from such subtenant to the Lessee, and apply the amount to pay sums due or to become due from the Lessee to the Corporation. Any payment by a subtenant to the Corporation shall constitute a discharge of the obligation of such subtenant to the Lessee, to the extent of the amount so paid. The acceptance of rent from any subtenant to the Lessee shall not be deemed a consent to or approval of any subletting or assignment by the Lessee or a release or discharge of any of the obligations of the Lessee hereunder.

C. Upon the termination of this lease under the provisions of subsections A to G inclusive of Paragraph 29, the Lessee shall surrender to the Corporation the membership certificate of the Corporation owned by the Lessee to which this lease is appurtenant. Whether or not said certificate is surrendered, the Corporation may reissue a new proprietary lease for the unit and issue a new certificate for the membership certificate of the Corporation owned by the Lessee and allocated



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to the unit when a purchaser therefor is obtained, provided that the issuance of such membership certificate and such lease to such purchaser is authorized by a resolution of the Directors, or by a writing signed by a majority of the membership certificates of the Corporation accompanying proprietary leases then in force. Upon such issuance the certificate owned or held by the Lessee shall be automatically cancelled and rendered null and void. The Corporation shall apply the proceeds received for the issuance of such membership certificate first, towards the payment of Lessee's indebtedness hereunder (including interest, attorneys' fees (including appellate fees and costs, if any), and other expenses incurred by the Corporation); second, if said termination shall result pursuant to subsection G of Paragraph 28 by reason of a default under the security agreement towards the payment of Lessee's indebtedness under the security agreement (including costs, expenses and charges payable by Lessee thereunder); and third, if the proceeds are sufficient to pay the same, the Corporation shall pay over any surplus to the Lessee, but, if insufficient, the Lessee shall remain liable for the balance of the indebtedness due hereunder or (if applicable) under said security agreement. Upon issuance of any such new proprietary lease and certificate, the Lessee's liability hereunder shall abate and the Lessee shall only be liable for rent and expenses accrued to that time. The Corporation shall not, however, be obligated to sell such membership certificate and appurtenant lease or otherwise make any attempt to mitigate damages.

31. Waiver of Right of Redemption. The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be dispossessed by judgment or writ of any court or judge. The words "enter", "reenter" and "reentry" as used in this lease are not restricted to their technical legal meaning.

32. Surrender of Possession. Upon the termination of this lease under the provisions of subsections A to G inclusive of Paragraph 29, the Lessee shall remain liable as provided in Paragraph 29 of this lease. Upon the termination of this lease under any other of its provisions, the Lessee shall be and remain liable to pay all rent, additional rent and other charges due or accrued and to perform all covenants and agreements of the Lessee up to the date of such termination. On or before any such termination the Lessee shall vacate the unit and surrender possession thereof to the Corporation or its assigns and, upon demand of the Corporation or its assigns, shall execute, acknowledge and deliver to the Corporation or its assigns any instrument which may reasonably be required to evidence the surrendering of all estate and interest of the Lessee in the unit.

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33. Continuation of Cooperative Management of the Mobile Home Village After All Leases Terminated. No later than thirty (30) days after the termination of all proprietary leases, whether by expiration of their terms or otherwise, a special meeting of the Members of the Corporation shall take place to determine whether: (a) to continue to operate the Mobile Home Village, (b) to alter, demolish or rebuild the common facilities or any part thereof, or (c) to sell the Mobile Home Village and liquidate the assets of the Corporation. The Directors shall carry out the determination made at said meeting of the Members of the Corporation, and all of the holders of membership certificates of the Corporation shall have such rights as inure to shareholders of corporations having title to real estate. Each Member shall own his equity interest in the Corporation equal to his percentage of ownership of equity interest and percentage of sharing of common expenses as set out in the Bylaws of the Corporation.

34. Unsold Membership Certificates. The term "unsold membership certificates" means and has exclusive reference to the membership certificates of the Corporation which are unsold which shall retain their character as such until such membership certificates become the property of a purchaser for bona fide occupancy (by himself or a member of his family) of the unit to which such membership certificate is allocated.

35. Foreclosure - Receiver of Rents and Maintenance. Notwithstanding anything contained in this lease, if any action shall be instituted to foreclose any mortgage on the Mobile Home Village, the Lessee shall, on demand, pay to the receiver of the rents and maintenance appointed in such action rent and maintenance, if any, owing hereunder on the date of such appointment and shall pay thereafter to such receiver in advance, on the first day of each month during the pendency of such action, the rent and maintenance for the unit as last determined and established by the Directors prior to the commencement of said action, and such sums shall be paid during the period of such receivership, whether or not the Directors shall have determined and established the sums payable hereunder for any part of the period during which such receivership may continue. The provisions of this paragraph are intended for the benefit of present and future mortgagees of the land or the common facilities and may not be modified or annulled without the prior written consent of any such mortgage holder.

36. To Whom Covenants Apply. The references herein to the Corporation shall be deemed to include its successors and assigns, and the references herein to the Lessee or to a Member of the Corporation shall be deemed to include the personal representatives, legatees, distributees and assigns of the Lessee

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or of such Member; and the covenants herein contained shall apply to, bind and inure to the benefit of the Corporation and its successors and assigns, and the Lessee and the personal representatives, legatees, distributees, successors and assigns of the Lessee, except as hereinabove stated.

37. Corporation's Additional Remedies. In the event of a breach or threatened breach by Lessee of any provision hereof, the Corporation shall have the right of injunction and the right to invoke any remedy at law or in equity, as if reentry, summary proceedings and other remedies were not herein provided for, and the election of one or more remedies shall not preclude the Corporation from any other remedy. All remedies of the Corporation are cumulative to each other and any other remedies given by law.

38. Lessee More Than One Person. If more than one person is named as Lessee hereunder, the Corporation may require the signatures of all such persons in connection with any notice to be given or action to be taken by the Lessee hereunder, including, without limiting the generality of the foregoing, the surrender or assignment of this lease or any request for consent to assignment or subletting. Each person named as Lessee shall be jointly and severally liable for all of the Lessee's obligations hereunder. Any notice by the Corporation to any person named as Lessee shall be sufficient and shall have the same force and effect, as though given to all persons named as Lessee.

39. Effect of Partial Invalidity. If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this lease or constitute any cause of action in favor of either party as against the other.

40. Notice to Corporation of Default. The Lessee may not institute an action or proceeding against the Corporation or defend or make a counterclaim in any action by the Corporation related to the Lessee's failure to pay rent, if such action, defense or counterclaim is based upon the Corporation's failure to comply with its obligations under this lease or any law, ordinance or governmental regulation unless such failure shall have continued for thirty (30) days after Lessee has given written notice thereof to the Corporation.

41. Unity of Membership Certificate and Lease. The membership certificate of the Corporation held by the Lessee and allocated to the unit has been acquired and is owned subject to the following conditions agreed upon with the Corporation and with each of the other proprietary lessees for their mutual

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benefit:

A. The membership certificate represented by each certificate is transferable only as an entirety and only in connection with a simultaneous transfer of this lease.

B. The membership certificate shall not be sold except to the Corporation or to an Assignee of this lease after compliance with all the provisions of Paragraph 16 of this lease relating to assignments.

42. Unit Boundaries. The boundaries of each unit in the Mobile Home Village leased by the Corporation shall be as follows:

A. Boundaries abutting streets and driveways in the Mobile Home Village shall be the edge of the street or driveway as shown on the plot plan, "Exhibit B".

B. Boundaries between units on the side and to the rear shall be the boundaries currently maintained on the date of recording of this proprietary lease.

C. Boundaries not covered under either A or B of this paragraph shall be the boundaries currently observed on the date of the recording of the proprietary lease.

D. Should any dispute arise over the location of any boundary of a unit, the Directors shall determine such boundary by a majority vote of a quorum of the Directors, which determination shall be final.

43. Payment of Taxes and Other Costs by the Corporation. To the limit of its resources and out of funds provided by Members of the Corporation, the Corporation shall:

A. Pay all taxes and assessments that may be levied against the property of Corporation, except that, if taxes and assessments are assessed and billed to separate units, then the Lessee of the unit shall pay same;

B. Pay the premium on all necessary insurance required to be carried by the Corporation under this lease;

C. Pay all necessary expenses incurred for operation and maintenance of the Corporation property.

D. Pay any required mortgage payments to the mortgagee holding the blanket mortgage on the Corporation's property.

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44. Interest Rate in the Event of Default of Lessee. Any payment required under this lease that the Lessee fails to make bears interest at the highest rate allowed by law from the due date until paid.

45. Amendment of this Lease. This proprietary lease may be amended by the approval of a resolution adopting such amendment by not less than sixty six and two-thirds percent (66 2/3%) of the Members of the Corporation. Amendments may be proposed by either the Board of Directors or by not less than fifty percent (50%) of the Members of the Corporation.

Notice of the intention to propose an amendment together with the text of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Members not present at the meeting considering the amendment may appoint a Member to act as proxy for the purpose of voting at any such meeting.

No amendment shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which a member shares the common expenses and the common surplus unless the member and all lienors of record on the affected unit shall join in the execution of the amendment.

No amendment shall be effective which shall impair or prejudice the rights or priorities of the Mortgagee holding the blanket mortgage on the Cooperative Property unless the written consent of such mortgagee is obtained prior to the recording thereof.

No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages or security interests or change the provisions of this proprietary lease with respect to institutional mortgagees without the written approval of all institutional mortgagees of record.

An amendment to this proprietary lease will be binding upon and inure to the benefit of all Lessees and will become effective when recorded in the public records of Lee County, Florida.

46. Articles of Incorporation, Bylaws, Rules and Regulations. This lease is subject to, and Corporation and Lessee shall abide by the provisions of, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Corporation. These Articles of Incorporation, Bylaws and Rules and Regulations, and any amendments made to them in the future, are made a part of this lease by reference. Lessee acknowledges that he has been provided with a copy of the Amended and Restated

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Articles of Incorporation, the Bylaws and the present Rules and Regulations of the Corporation and that he has read them and understands their contents. Copies of the Amended and Restated Articles of Incorporation, Bylaws and Rules and Regulations, are recorded immediately after this Lease.

47. Indemnity. Lessee shall indemnify the Corporation and hold it harmless from any claims or demands arising from:

A. Lessee's use or possession of the property and the conduct of Lessee on the property and anything done or permitted by Lessee in or about the property, or any of them;

B. Any default of Lessee under this lease;

C. The negligence of Lessee and his agents, contractors or employees, or any of them;

D. Any damage to the property of Lessee or others or injury to any person on or about the property from any cause;

E. Any legal or administrative proceeding in which Corporation is made a party without its fault and due to default of Lessee;

F. All costs, attorneys' fees and expenses (including appellate fees) incurred by Corporation in connection with matters indemnified against. Lessee shall defend any legal action or proceeding resulting from a claim or demand indemnified against, at his expense, by attorneys satisfactory to Corporation on receipt of written notice from Corporation to do so.

48. Changes to be in Writing. The provisions of this lease cannot be changed orally.

IN WITNESS WHEREOF, the parties have executed this lease.

Witnessed:

SUN-N-FUN MOBILE HOMEOWNERS, ASSOCIATION, INC., a Florida non-profit corporation

Lisa A. Baker
Print Name: Lisa A. Baker

By: James L. Hutchinson
JAMES HUTCHINSON, President

(CORPORATE SEAL)

Kathleen A. Scavella
Print Name: Kathleen A. Scavella

Lessor

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Witnessed:

Print Name: _____ (SEAL)

Lessee

Print Name: _____

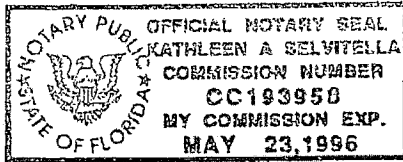
Print Name: _____ (SEAL)

Lessee

Print Name: _____

STATE OF Florida
COUNTY OF Lee

This instrument was acknowledged before me this 9th day of April, 1993, by JAMES HUTCHINSON, as President of SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of said corporation and who acknowledged before me that the execution thereof is his free act and deed. He (Notary choose one) [] is personally known to me or [] has produced _____ as identification.



Kathleen A. Selvitella
Signature of Notary Public

Print Name of Notary Public
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, as Lessee(s), (Notary choose one) [] who is personally known to me or [] who has produced _____ as identification.

Signature of Notary Public

Print Name of Notary Public
My Commission Expires: _____

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PARCEL I

DESCRIPTION (O.R.B. 1167, PG. 1739)

LOTS 1 AND 8, BLOCK 3, TERRY, TICE & VANDAWALKER'S SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 1, PAGE 46.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL II

DESCRIPTION (O.R.B. 1170, PG. 1082)

FROM THE NORTHWEST CORNER (MARKED BY A CONCRETE MONUMENT) OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, RUN EASTERLY ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 496.0 FEET TO THE NORTHWEST CORNER (MARKED BY A CONCRETE MONUMENT) OF THE LAND CONVEYED TO C.E. MCLAUGHLIN BY DEED RECORDED IN DEED BOOK 61, AT PAGE 533 AND A POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN SOUTHERLY AT AN ANGLE OF 89°22' TO THE RIGHT FROM SAID SECTION LINE A DISTANCE OF 1,387.9 FEET, MORE OR LESS, TO A CONCRETE MONUMENT AND THE NORTH RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE DEFLECTING 79°24' TO THE LEFT RUN SOUTHEASTERLY ALONG SAID ROAD 172.0 FEET; THENCE DEFLECTING 100°36' TO THE LEFT RUN NORTHERLY PARALLEL TO AND 169.1 FEET EASTERLY FROM THE FIRST MENTIONED COURSE TO THE NORTH LINE OF SAID SECTION 2; THENCE RUN WESTERLY ALONG SAID SECTION LINE FOR 169.1 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL III

DESCRIPTION (O.R.B. 1019, PG. 26)

A PARCEL OF LAND LOCATED IN THE SOUTH HALF (S 1/2) OF SECTIONS 34 AND 35, TOWNSHIP 43 SOUTH, RANGE 25 EAST AND THE WEST HALF (W 1/2) OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM AN IRON PIN MARKING THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 25 EAST RUN WESTERLY ALONG THE SOUTHERLY LINE OF SECTION 34 S.88°43'22"W. FOR 439.93 FEET TO A POINT; THENCE RUN N.0°53'46"W. FOR 399.16 FEET TO A POINT ON THE SOUTHERLY SIDE OF THE RIGHT-OF-WAY (150 FEET WIDE) OF STATE ROAD NO.80; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE N.58°00'45"E. FOR 724 FEET MORE OR LESS TO THE WATERS OF THE ORANGE RIVER AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN WESTERLY ALONG SAID SOUTHERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 80, S.58°00'45"W. FOR 724 FEET MORE OR LESS TO A CONCRETE MONUMENT; THENCE RUN S.00°53'46"E. FOR 399.16 FEET TO A CONCRETE MONUMENT LOCATED ON THE SOUTHERLY LINE OF SAID SECTION 34; THENCE RUN N.88°43'22"E. FOR 439.93 FEET TO A STEEL PIN SET AT THE INTERSECTION OF SAID SECTIONS 34, 35 AND 2; THENCE RUN SOUTHERLY ALONG THE LINE DIVIDING SECTION 2 AND SECTION 3, TOWNSHIP 44 SOUTH, RANGE 25 EAST S.00°43'30" E. 1305.41 FEET TO A CONCRETE MONUMENT SET ON THE NORTHERLY RIGHT-OF-WAY LINE OF ORANGE RIVER BOULEVARD (STATE ROAD 80-A) 25 FEET NORTH OF THE CENTERLINE THEREOF; THENCE RUN EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE ARC OF A CURVE HAVING A RADIUS OF 1446.9 FEET FOR AN ARC LENGTH OF 131.84 FEET TO A CONCRETE POST; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S.80°37'36" E. 370.61 FEET TO A CONCRETE MONUMENT SET AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PROPERTY; THENCE RUN N.00°43'29"W. FOR 64.16 FEET TO A CONCRETE MONUMENT; THENCE RUN EASTERLY N.89°24'07"E. FOR 1.00 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTHERLY N.00°43'30"W. FOR 1320.57 FEET TO A CONCRETE MONUMENT SET ON THE SOUTHERLY LINE OF SAID SECTION 35; THENCE RUN EASTERLY ALONG SAID SOUTHERLY LINE N.89°36'15"E. 147.14 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTHERLY N.00°56'45"W. THROUGH A CONCRETE MONUMENT SET AT 391.45 FEET, FOR 442 FEET MORE OR LESS TO THE WATERS OF THE ORANGE RIVER; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE WATERS OF THE ORANGE RIVER FOR 573 FEET MORE OR LESS TO THE POINT OF BEGINNING.

INCLUDING ALL RIPARIAN RIGHTS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

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JUL 01 2009

COMMUNITY DEVELOPMENT

ADD 2009-00049

Sun-N-Fun

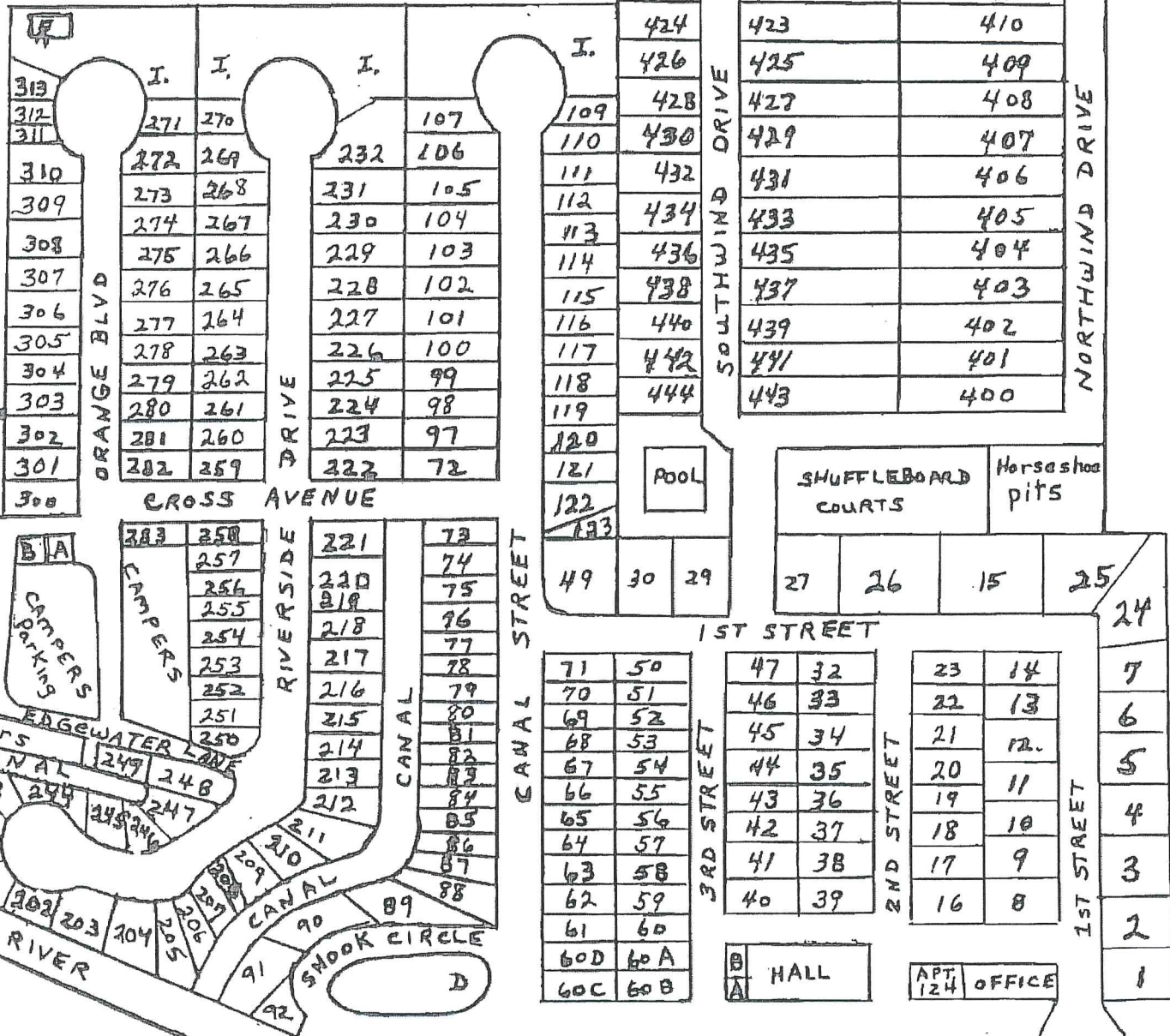
5550 PALM BEACH BLVD. - FT. MYERS, FLA. 33905

(813) 694-5536

↑ J. ↑ G.

- A- U.S. MAIL BOX (OUTGOING)
- B- U.S. MAIL BOXES (INCOMING)
- C- BOAT RAMP
- D- REFUSE CONTAINERS
- E- Manager's Residence
- F- Helicopter Pad
- G- Golf Practice Range
- H- Boat-trailer Storage
- I- Undeveloped Mobile site MH2

EXHIBIT "B"



PALM BEACH BLVD (ROUTE 900) 920609 9LC280

Plot Plan prepared By: Jim Hutchison 1991 - Revised By Willis Kurtz 1992

JUL 01 2009
 RECEIVED
 ADD 2009-0004

THIS INSTRUMENT PREPARED BY:
WILLIAMS, KORB, ESQUIRE, of
ISPHO. G KORB PAYNE CHARTERED
333 South Tamiami Trail, Suite 199
Venice, Florida 34285

MEMORANDUM OF PROPRIETARY LEASE

SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, as Lessor, hereby leases to _____, as Lessee, whose address is _____, the following described premises:

Unit # _____ of SUN-N-FUN MOBILE HOME VILLAGE, a Residential Cooperative, according to Exhibit "B" (Plot Plan) of the Master Form Proprietary Lease recorded in Official Records Book _____, Pages _____, of the Public Records of Lee County, Florida.

for a term of years from the _____ day of _____, 19____, until the _____ day of _____, 20____, in consideration of the mutual covenants contained in that certain Master Form Proprietary Lease which form of lease and all amendments thereto are incorporated herein by reference, the original of which is maintained in the office of Lessor at 5558 Palm Beach Boulevard, Fort Myers, Florida 33905. (Lessee is the owner of appurtenant Membership Certificate # _____ of SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.)

The percentage of sharing in the common expense and common surplus and equity ownership for the above captioned membership certificate in SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., is 1/250.

EXECUTED this _____ day of _____, 19____.

WITNESSES:

SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC.,
a Florida non-profit corporation

By: _____ (SEAL)
LLOYD CARVER, President

_____ (SEAL)

_____ (SEAL)
Lessee

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, personally appeared LLOYD CARVER, who (Notary choose one) [] is personally known to me or [] has produced _____ as identification, and who executed the foregoing instrument as President of SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, and acknowledged to and before me that he executed such instrument as such officer and the the seal is affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this _____ day of _____, 19____.

Signature of Notary Public

Print Name of Notary Public

My Commission Expires:

RECEIVED
JUL 01 2009

EXHIBIT "8"

ADD 2009-00049

STAT.) _____
COUNTY OF _____

BEFORE ME, personally appeared _____,
who (Notary choose one) [] are personally known to me or [] have
produced _____ as identification, who executed
the foregoing instrument, and acknowledged to and before me that they
executed such instrument for the purpose therein expressed.

WITNESS my hand and official seal, this ___ day of _____, 19__.

Notary Public

Print Name of Notary Public

My Commission Expires:

WRK:06360TBMPL

ADD 2009-00049

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JUL 01 2009

COMMUNITY DEVELOPMENT

Id:

Doc. Stamps:

THIS INSTRUMENT PREPARED BY:
WILLIAM R. KORP, ESQUIRE
ISPHORDING KORP PAYNE CHARTERED
333 South Tamiami Trail
Suite 199
Venice, Florida 34285

ASSIGNMENT OF PROPRIETARY LEASE

KNOW THAT, _____, Assignor,
in consideration of the sum of Ten Dollars (\$10.00) paid
by _____, Assignee, whose address
is _____, and for other good
and valuable consideration, do hereby assign unto the Assignee
all of the Assignor's right, title and interest in and to a
certain proprietary lease, made by SUN-N-FUN MOBILE HOMEOWNERS
ASSOCIATION, INC., a Florida non-profit corporation,
to _____, dated the _____
day of _____, 19__, leasing:

Unit # _____ of SUN-N-FUN MOBILE HOME VILLAGE, a
Residential Cooperative, according to Exhibit "B" (Plot
Plan) of the Master Form Proprietary Lease recorded in
Official Records Book _____, Pages _____, of the
Public Records of Lee County, Florida.

TO HAVE AND TO HOLD the same unto the Assignee, and
Assignee's executors, administrators, legal representatives,
heirs, distributees, successors and assigns, on and after the
date hereof, for all the rest of the term of said lease, subject
to the covenants, conditions and limitations therein contained.

IN WITNESS WHEREOF, the Assignor has executed this Agreement
this _____ day of _____, 19__.

In presence of:

Printed Name: _____ (SEAL)
Witness as to Both

Printed Name: _____ (SEAL)
Witness as to Both

ASSIGNOR

EXHIBIT "9"

ADD 2009-00049

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2009/07/03

PROPERTY DEPARTMENT

Assignee, by the acceptance of this Assignment, agrees to be bound by the Master Form Proprietary Lease and the Articles of Incorporation and Bylaws of SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.

In presence of:

Printed Name: _____ (SEAL)
Witness as to Both _____

Printed Name: _____ (SEAL)
Witness as to Both _____

ASSIGNEE

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this
day of _____, 19____, by
as Assignor(s), (Notary choose one) [] who is/are personally
known to me or [] who has/have produced _____
as identification.

Signature of Notary Public

Print name of Notary Public
and affix Seal

My Commission Expires:

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this
day of _____, 19____, by
as Assignee(s), (Notary choose one) [] who is/are personally
known to me or [] who has/have produced _____
as identification.

Signature of Notary Public

Print name of Notary Public
and affix Seal

My Commission Expires:

Assignee Social Security Number _____

Assignee Social Security Number _____

Account Number _____

WRK:06360TBAPL

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JUN 01 2009



Certificate Number _____

Notice
The transfer of this certificate is restricted by the bylaws and the proprietary lease appurtenant hereto.

Notice
This membership certificate is subject to a lien in favor of the issuing Corporation in the sum of \$ _____. This certificate may not be sold, pledged or hypothecated without prior written consent of the issuing corporation pursuant to the bylaws and proprietary lease.

INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA

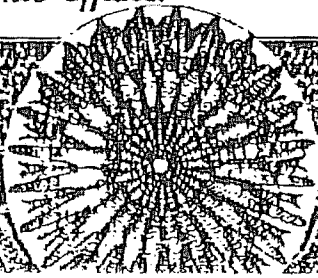
Sun-N-Fun Mobile Homeowners Association, Inc.
A NON-PROFIT CORPORATION

Membership Certificate

This is to Certify that _____ is a member of
Sun-N-Fun Mobile Homeowners Association, Inc.
a membership corporation incorporated under the Laws of the State of Florida and
is entitled to the full benefits and privileges of such membership, subject to the duties and
obligations, as more fully set forth in the Corporation's By-Laws, Rules and Regulations.
In Witness Whereof, the Corporation has caused this Certificate to be executed by its
duly authorized officers this _____ day of _____, 19____,
and its corporate seal to be hereunto affixed.

EXHIBIT "10"

ADD 2009-00049
COMMUNITY DEVELOPMENT



SUN-N-FUN MOBILE HOME VILLAGE, INC.
MEMBERSHIP CERTIFICATE POWER

FOR VALUE RECEIVED, _____
hereby sell, assign and transfer unto _____ that
certain membership certificate of SUN-N-FUN MOBILE HOMEOWNERS
ASSOCIATION, INC., a Florida non-profit corporation, standing in the
name of the undersigned on the books of the corporation represented by
Certificate No. _____ herewith, and do hereby irrevocably
constitute and appoint _____ attorney to
transfer the said membership certificate on the books of the
corporation with full power of substitution in the premises.

In presence of:

TRANSFEROR

TRANSFEROR

Dated: _____

WRK:06360TBPR2

ADD 2009-00049

EXHIBIT "11"

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JUN 24 2009

COMMUNITY DEVELOPMENT DEPT

CONSENT TO PROPRIETARY LEASE

SUN-N-FUN MOBILE HOME VILLAGE, LTD., as Mortgagee, by joining herein, hereby consents to the foregoing Master Form Proprietary Lease. This Consent to Proprietary Lease shall in no way be considered to be a merger or subordination of the First Mortgage lien to any Proprietary Lease of all or any part of the property nor bind the Mortgagee, its successors and assigns to the cooperative form of ownership.

Signed, sealed and delivered
in the presence of:

SUN-N-FUN MOBILE HOME VILLAGE, LTD.

Print Name: _____

By: _____
Morton A. Goldberg
General Partner

Print Name: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 19____, by MORTON A. GOLDBERG, General Partner of SUN-N-FUN MOBILE HOME VILLAGE, LTD., a Florida limited partnership, on behalf of said partnership and who acknowledged before me that the execution thereof is his free act and deed. He (Notary choose one) [] is personally known to me or [] has produced _____ as identification.

Signature of Notary Public

Print Name of Notary Public
and affix Seal

My Commission Expires:

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JUL 14 2009

COMMUNITY DEVELOPMENT

RECEIPT FOR COOPERATIVE DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

NAME OF COOPERATIVE - SUN-N-FUN MOBILE HOME VILLAGE,
A RESIDENTIAL COOPERATIVE

ADDRESS OF COOPERATIVE - 5558 Palm Beach Boulevard
Fort Myers, Florida 33905

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If the item does not apply, place an "N/A" in the column.

<u>DOCUMENT</u>	<u>RECEIVED</u>
Prospectus Text	_____
Articles of Incorporation	_____
Bylaws	_____
Estimated Operating Budget	_____
Subscription Agreement	_____
Purchase Agreement	_____
Membership Certificate	_____
Rules and Regulations	_____
Covenants and Restrictions	N/A
Ground Lease	N/A
Management & Maintenance Contracts-More than 1 Year	N/A
Renewable Management Contracts	N/A
Lease of Recreational & Other Facilities to be Used Exclusively by Unit Owners of Subject Cooperative	N/A
Master Form Proprietary Lease	_____
Memorandum of Proprietary Lease	_____
Assignment of Proprietary Lease	_____
Declaration of Servitude	N/A
Phase Development Description [See 719.503(2)(k) and .504(14)]	N/A
Lease of Recreational & Other Facilities to be Used by Unit Owners with Other Cooperatives [See 719.503(2)(h)]	N/A
Description of Management for Single Management of Multiple Cooperatives [See 719.503(2)(k)]	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	_____
Floor Plan	N/A
Survey of Land & Graphic Description of Improvements	_____
Executed Escrow Agreement	N/A
Plans and Specifications	MADE AVAILABLE
Frequently Asked Questions and Answers	_____
Evidence of Developer's Ownership of Cooperative Property	_____

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES. THE PURCHASE AGREEMENT IS ALSO VOIDABLE WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT THE CLOSING.

Executed this _____ day of _____, 19__.

Purchaser or Lessee

Purchaser or Lessee

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EXHIBIT "12"
APR 2009

ADD 2009-00049

The maintenance and operation of the Park is the responsibility of the Board of Directors and the Manager, who is under supervision of the Board of Directors of the Association. Any problems which arise concerning the Park property or use of facilities should be directed to the attention of the Park Manager.

Water and sewer are provided by Lee County Utilities. Electricity is provided by Florida Power and Light. Cable TV is provided through Jones Intercable. Refuse is by Gulf Disposal. Park Management provides roadside pick-up.

WRK:06360TBDES

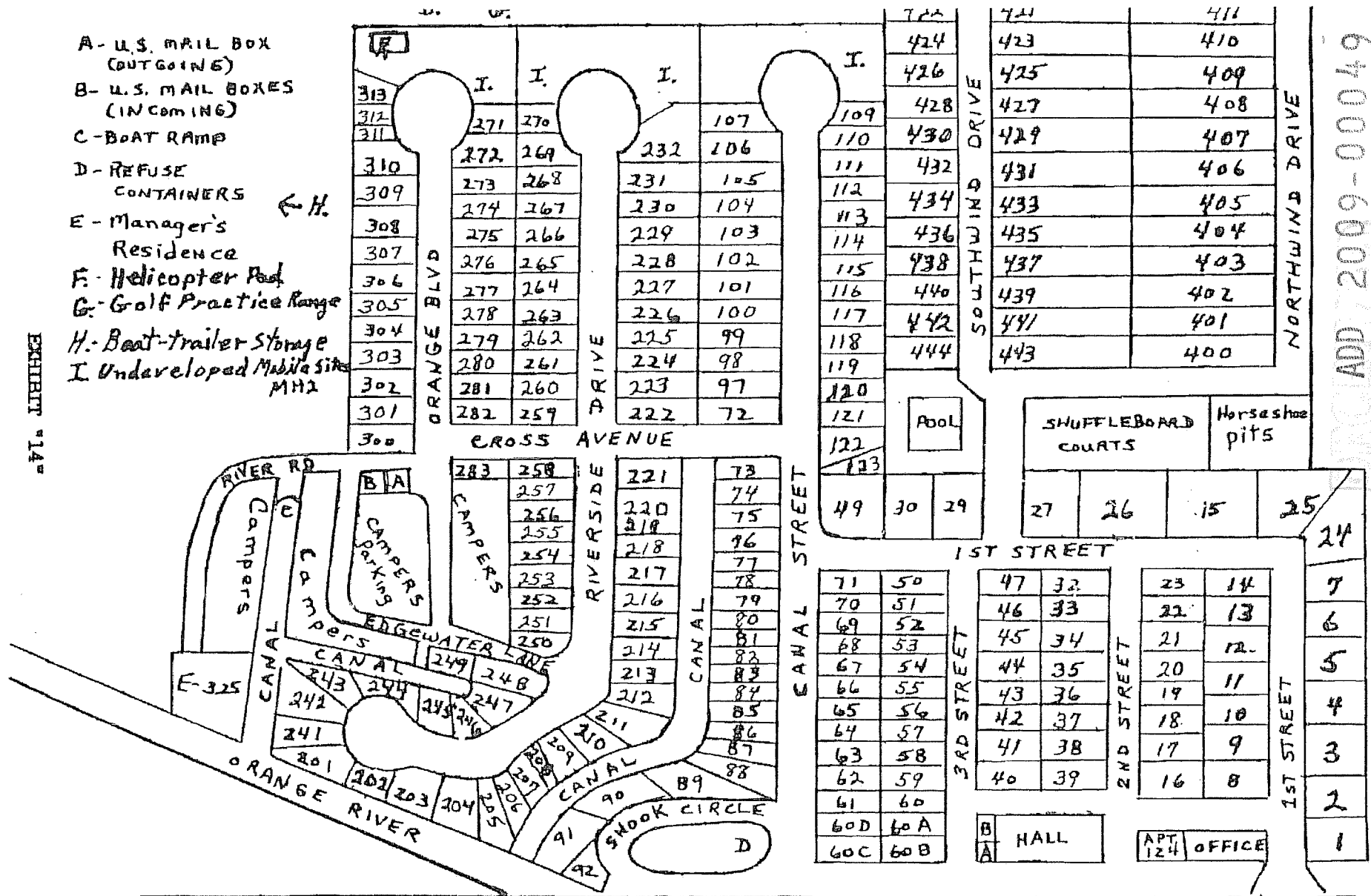
ADD 2009-00049

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- A- U.S. MAIL BOX (OUTGOING)
- B- U.S. MAIL BOXES (INCOMING)
- C- BOAT RAMP
- D- REFUSE CONTAINERS
- E- Manager's Residence ← H.
- F- Helicopter Pad
- G- Golf Practice Range
- H- Boat-trailer Storage
- I Undeveloped Mobile site MH2

EXHIBIT #14



PALM BEACH BLVD (ROUTE 80)

Plot Plan prepared By: Jim Hutchison 1991 - Revised By Willis Kutz 1992

ADD 2009-00049

2002 0 111

COPYRIGHT 1992 WILLIS KUTZ

SUN-N-FUN MOBILE HOME VILLAGE

Rules and Regulations -- Effective February 1, 1993

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the leaseholders and renters of Sun-N-Fun Mobile Home Village, (hereinafter called the Park) and to improve and maintain the appearance and reputation of the Park.

These rules have been established by the Board of Sun-N-Fun Mobile Homeowners Association, Inc. (hereinafter called the Corporation) owner of the Park, and may be changed from time to time to achieve this and other purposes.

I. Definitions:

1. Corporation - "Corporation" means Sun-N-Fun Mobile Homeowners Association, Inc., the owner of the Park and Landlord to both leaseholders and renters.

2. Leaseholder - "Leaseholder" shall be the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws. Also referred to as "Member".

3. Renter - "Renter" shall mean an occupant of a mobile home or R.V. (recreational vehicle) in the Park who is not a leaseholder and who occupies a cooperative unit owned by the Corporation.

4. Park - "Park" or "Village" shall mean Sun-N-Fun Mobile Home Village.

5. Board - "Board" shall mean Board of Directors of the Corporation.

II. The Mobile Home:

1. Prior to the purchase of any newly installed mobile home, the leaseholder shall submit to the Board an application to install, on an approval form, indicating all required information. Persons wishing to buy or rent a home must have a personal interview with a management representative, and approved by the Board before a membership certificate or rental agreement is issued and occupancy given. Purchasers of membership certificates and Proprietary leases are required to comply with the provisions of the Proprietary Lease. Dimensions of width and length of any new mobile home approved shall be governed by restrictions established by the Board for the lot site

EXHIBIT "15"

ADD 2000-00044
RESERVED
JUL 01 2003

COMMUNITY DEVELOPMENT

concerned. The position location on the lot will be determined upon examination of the site and subject to approval by the Board. Action on the application must be taken by the Board within 15 days of receipt of the application.

2. Newly installed mobile homes must complete installations of prescribed appurtenances within 30 days from date of placement on a lot. Examples: Carport - aluminum carport roof, utility room, underskirting depending on prescribed items pertinent to site location and restrictions. The design of all appurtenances and additions must be approved by the Board.

3. Mobile homes shall be attractively maintained by the leaseholder or renter and comply with all applicable laws, ordinances and regulations of State, County or Park as from time to time amended. All plants, trees, shrubs, walkways, and patios placed on your lot automatically become the property of the Park and cannot be removed without specific permission from the Management. Permission must be obtained from Management prior to the planting of trees and shrubbery due to location of utilities which may be underground.

4. No fences are permitted.

5. No construction by resident of new structures or additions to existing structures shall commence until resident shall submit drawings and specifications to Management and shall obtain proper permits and management's written approval.

6. Leaseholders and Renters are responsible for the overall appearance of the mobile home site and recreational sites. Sites shall be kept orderly, neat, clean, and free of litter. Trimming, watering, weeding, and general care of lawns, planters and shrubs are the responsibility of the member or tenant. Sprinklers are prohibited (excepting renters paying their own water bills).

7. No repairing of cars, outboard motors, boats, or similar disturbing activity on your lot without management's approval.

8. Parking is restricted to only two (2) tenants' cars per lot. Park in designated areas. All parking shall be within carports or parallel to the side of the roadways. All exceptions due to special circumstances shall be subject to a written consent by the Corporation. No R.V.'s are permitted to park in front of or by a mobile home more than one (1) hour unless granted special permission by management. Boats and trailers shall be parked within a carport, or alternative storage must be approved by the Board.

ADD 2000
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COMMUNITY DEVELOPMENT

III. Recreational Facilities:

1. The clubhouse, pool area, shuffleboard and horseshoe courts, golf practice range, and other activity areas are for the mutual use of all residents and guests. Use of these for other than regular Park functions shall require written approval from management and a charge may be made for the use of the facility.

2. Facility Use hours are as herein stated - seven days a week - but may be changed if posted.

Clubhouse - 7:00 A.M. - 10:00 P.M. No smoking anytime within the clubhouse.

Swimming Pool - 6:30 A.M. - 8:30 P.M. (until dark - depending on length of day and weather).

Shuffleboard & Horseshoe Courts - 7:00 A.M. - 8:30 P.M.

Golf Range - from daylight to dark.

Boat Ramp and Dock - are available.

3. Facility Use Rules shall be posted in respective areas and must be observed by all users of these facilities. Children under the age of 16 years will not be allowed to use any of the facilities unless accompanied by a parent or grandparent or adult.

No diving into the pool. No walking on shuffleboard playing surface or careless misuse of equipment.

No ball playing in streets or close proximity to parked cars or resident homes.

No skateboarding.

Bare feet, beach or swimming attire are not permitted in the clubhouse

4. Recreational Facility Specifications and Location:

a. The clubhouse is located in the northwest side of the Park and consists of a main room with game and lounging area. Approximately 4800 square feet with a total capacity of 500 persons. Kitchen, storage room, 2 restrooms, tables and chairs, stage. Public address system, air conditioned. The clubhouse is built to meet standards as a disaster shelter. The heated swimming pool is located centrally off First Street.

b. The pool is 30' x 60' and has a capacity of 23 persons. The pool is surrounded by a deck which has a capacity of 50 persons.

c. The four (4) shuffleboard courts with equipment storage and benches are located west of the pool. Ample lighting permits evening use of the courts.

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COMMUNITY DEVELOPMENT

d. Two (2) horseshoe courts are directly west of the shuffleboard courts.

e. The golf practice range consists of several acres in the southeast area of the fence enclosed Park.

IV. Vehicles, Traffic and Trailers:

1. Speed limit for all vehicles is 10 m.p.h.

2. No trucks exceeding 3/4 ton are permitted within the Park driven by residents or guests. Trucks associated with recreational vehicles, owned and used by a resident or guest are permitted.

3. Motor scooters, only by permission.

4. No commercial type vehicles are to be parked within the Park.

5. No unlicensed or inoperative vehicle shall be kept within the Park or on any lot.

6. All vehicle traffic shall be confined to established roadways.

V. Refuse:

1. All garbage refuse must be securely wrapped in plastic bags and be stored in garbage cans and only be placed next to the designated side of the road on designated garbage collection days. All tree and lawn refuse is to be kept separate from garbage. Bundles securely tied not more than 4 foot lengths - 6-inch diameter, and no bundle or bag over 40 pounds. Refuse taken directly to collection wagons must be deposited separately as indicated for garbage and lawn waste.

2. No burning of trash, leaves or other materials is allowed.

VI. Mail:

Mail is delivered to designated groupings of mail boxes with Key numbers coinciding with lot numbers for Resident. collection boxes for outgoing mail are provided.

VII. Selling and Renting or Buying:

1. Leaseholders and Renters may only sell or sublet their unit or lot in conformity with the requirements of the Bylaws of the Corporation and the Master Form Proprietary Lease

ADD 2009-00049
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MAY 11 2009

2. Any renter intending to remove his mobile home from the park must give the Corporation thirty (30) days notice in writing prior thereto. The renter shall remain responsible for rental of the lot until the expiration of the current term under the Lot Rental Agreement.

3. A resident may arrange to use the Corporation to help sell his or her home and the share of the Corporation by paying a transition service fee to the Corporation.

4. Residents may advertise mobile homes or R.V.'s for sale on the bulletin boards in the Park. "For Sale" signs shall be limited in size not to exceed 9 inches by 12 inches and may be displayed after approval of the sign by the Park Management, in or on the mobile home or R.V.

5. A shareholder having leasehold rights for the lot may sell and transfer his home, membership certificate in the Corporation and "Memorandum of Proprietary Lease" to a purchaser qualified to become a shareholder in the Corporation and said purchaser must qualify under the terms and conditions established by the Board.

6. Should any qualified renter wish to purchase a membership in the Corporation, enter into a proprietary lease for the lot upon which their mobile home is situated, then said renter may purchase such membership upon terms and conditions established by the Board.

VIII. Responsibilities:

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft, or act of God to any mobile home or personal property left by the leaseholder, or renter or their guests within the Park boundaries. The Corporation will not be responsible for supplies or equipment sent to the clubhouse for private use by any leaseholder or renter.

2. The Corporation shall not be liable for accident or injury to any person or property through the leaseholders, renters, or guests use of recreational facilities. The leaseholders and renters and guests may avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such use.

3. The leaseholders and renters shall be responsible for damages caused by their family or guest.

4. Each leaseholder and renter must be adequately insured for public liability and property damage coverage. The Corporation may require written proof of such insurance coverage.

IX. Compliance and Default:

1. The Corporation reserves the right to terminate the tenancy of any resident for disregard of Park rules and regulations - and in accordance with Florida Statutes 719 and 723.

2. Upon a finding by a court that the leaseholder or renter was in violation of any of the above-mentioned documents, the leaseholder or renter shall reimburse the Corporation for its reasonable attorneys' fees incurred in bringing such action.

X. Miscellaneous:

1. Sun-N-Fun Mobile Home Park business office will be open from 9:00 A.M. to 5:00 P.M. daily except no office hours Saturday and Sunday. In case of emergency, telephone numbers located on the clubhouse bulletin board and office windows will direct you to responsible assistance. Hours subject to change during seasonal conditions.

2. All checks payable to Sun-N-Fun Mobile Homeowners Association, Inc. All monthly rents and maintenance fees are to be paid in advance. Monthly rents and fees will be due on the first day of each month, and must be paid by the 10th to avoid penalty.

3. Selling, soliciting or peddling within the Park are permitted only with the consent of the management.

4. Loud noise, annoying parties or abusive language are not allowed at any time. Residents must exercise special care regarding the use of TV, radio, Hi-Fi, and vehicle acceleration so as to avoid annoyance to neighbors.

5. Leaseholders and renters must promptly report vandalism of private or Park property to the Corporation. Neighborhood Watch requests your fullest support and participation. Everyone should store bikes securely, lock cars and entrance doors.

6. If a leaseholder or renter is without a telephone, an effort will be made to promptly notify the resident of emergency calls received by the Corporation. (Such calls interpreted as having to do with serious illness, accident or death.) This assistance in such matters is intended strictly as a courtesy. The Corporation does not assume responsibility for delivery of any messages or for failure to report messages.

7. Only leaseholders, renters, seasonal sub-letters and their bonafide guests shall be permitted to use the recreational facilities, and to attend regularly occurring functions and

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MAY 11 2009

events such as crafts, bingo, cardplaying, swimming pool, shuffleboard, and social events.

8. There shall be a late payment penalty charge of \$10.00 in addition to the advance monthly lot rental or leaseholders monthly maintenance fee, including any mortgage payment, for each lot rental or maintenance fee which remains delinquent beyond the 10th of any month.

9. The Park provides lawn mowers and gasoline for residents to use Monday through Friday (9:00 A.M. - 4:00 P.M.). Mowers must be checked out from and returned to the Park storage shed. The Park assumes no liability whatsoever for any accidents or injuries due to use of the mowers.

10. All complaints or suggestions shall be in writing, signed and directed to the Board and placed in the special slotted box located in the clubhouse.

11. NO PETS ALLOWED in the Mobile Home Village.

12. No children are allowed to reside in Mobile Home Village.

XI. Utilities and Other Services:

1. Water and Sewer:

Water is supplied by the Lee County Utilities, billed through one meter in a lump sum and allocated to individual lots on a pro-rata basis on 201 lots; 49 lots have individual meters and are billed directly to the homeowner for payment.

Leaseholders of lots having individual meters shall submit the water/sewer bill to the Park office for payment by the Corporation. Renters with individual meters will continue to pay water/sewer bills. Lots without meters, water/sewer is paid by the Corporation. This commitment by the Corporation to pay water/sewer charges for designated lots is temporary and subject to change.

Future project plans are to have individual water meters for all lots and at such a time all leaseholders and renters shall pay their own lot water and sewer bills and will not be part of maintenance charge or rent.

2. Waste Disposal service is provided by Gulf Disposal Services and is billed to the Park. Homeowners must place pickup containers by roadside. Refer to Refuse-Section V.

3. Electricity and Gas:

Electricity is supplied by Florida Power and Light Company. It is billed directly to the mobile homeowners and is

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the owners' responsibility. Electric lines to the meter are the responsibility of Florida Power and Light. Electric lines to the mobile home from the meter are the responsibility of the mobile homeowner.

All underground and above ground electric supply lines from a meter to mobile home shall be controlled by the Park Management. Any change in installation to provide more amperage shall be the financial responsibility of the mobile homeowners and requires the Park managers approval and inspection.

4. Gas is supplied by companies serving the Park and is the sole responsibility of the homeowner.

5. Cable TV:
Cablevision is provided by Jones Cablevision and is the homeowners' responsibility. No outdoor "dish" antennas are permitted in the Park, or subject to approval of the Board.

6. All utility connections must be approved by the management.

7. Limited lawn care will be done by the Park when mobile home is vacant. Refer to Section X-9.

8. Keys left with management at any time are for a courtesy service only -- in the event of an emergency checking of mobile home for leaks, etc., or entry as directed by the owner. This service is merely a matter of courtesy and no part of rent paid is for this service, and there is no responsibility on the management or the Corporation in the event of loss or damage or failure on our part of detecting it. The Park assumes no responsibility for any loss or damage to any mobile home or R.V. while in the Park, occupied or unoccupied, and the leasing or renting of parking space is for that purpose only.

XIII. Basis for Rent, Maintenance Charge, and other Charges:

1. There is no entrance fee charged to mobile homeowners.
2. Special Fees: A service charge of \$100.00 payable to the Corporation whenever there is a transfer or sale of a mobile home in the Park. Said fee is payable by seller.
3. Guests: There shall be a fee of \$5.00 per day for each guest residing in the mobile home after a period of fifteen (15) consecutive days, or thirty (30) total days per year. All guests must be registered regardless of length of stay.
4. Mobile Home Occupancy: One or two occupants is considered normal. Each additional resident in excess of 2 shall be subject to \$10.00 per month in advance for compensation to the

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Corporation for common benefit facilities in the Park subject to Board approval. This is payable by the leaseholder or renter to Corporation along with rent or maintenance charge.

5. Property Taxes:

Property Taxes are billed to the Park and are charged to the property owners on an equal basis and are part of a renters lot rental. Leaseholders will be assessed and billed tax by the County for the total mobile home and lot and proportionate fraction of common grounds within the Park.

Renters will pay the usual annual registration fee and be assessed and billed by the County for additions to the mobile home. Common grounds tax is included in the rent for renters.

6. Pass Through Charges:

These concern mandated capital improvements by State or local governmental agencies. Pro-rated billing shall be to each mobile homeowner on an equal basis as required and will be "pass-through" charges to the extent permitted by law.

7. Other Charges:

All other services required by the resident are the sole responsibility of the homeowner.

8. Basis for rent and maintenance charges is as follows:

a. Cost of living increases or decreases based on the Consumer Price Index of the Bureau of Labor Statistics, U.S. Department of Labor, Atlanta, Georgia.

b. Operational Costs and Taxes:

Rental and maintenance charges may change one (1) time a year with a ninety (90) day notice being given to homeowners. Refer to Section. XI-1 for limitations in services included in rent and maintenance charges. The current base rent and maintenance charge will be in effect for a period of one (1) year from February 1 to January 31.

9. Sub-Renting: Tenants shall not sub-rent their mobile home or lot without written approval from Park Corporation. Such approval shall not be unreasonably withheld.

XIII. Corporation and Management Notices:

1. Change in Rules and Regulations shall be a written notice to all leaseholders and renters at ninety (90) days prior to any change, excepting governmental, State or local restrictions requiring enforcement prior to a 90-day period.

2. Management regulates assigned boat docking. A waterfront lot leaseholder or renter is to be given first privilege for docking his boat next to his lot. All other assignments are to be adhered to unless reassigned due to changed status or conditions.

3. Corporation reserves the right to evict anyone who refuses to comply with any and all of the Rules and Regulations of Sun-N-Fun Mobile Homeowners Association, Inc., in compliance with State regulations.

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SUN-FUN MOBILE HOMEOWNERS ASSOCIATION, INC.

NOTICE OF CHANGES IN RULES AND REGULATIONS - Addendum 2397

The following additions shall be effective May 1, 1997, to Exhibit 15 Rules and Regulations.

Art. X Add Item 13: Laundry - Only umbrella type clothes drying lines are permitted. Hanging of clothes on Sunday is discouraged.

Art. XIII Add Item 4: Boat and Trailer Regulations

1. Boat owners shall be liable for any damage to canal anchor posts, sea walls, docks, and another boat and its accessories.
2. No docking davits attached to canal anchor posts or sea wall.
3. No change in construction or additions of docking piers, davits, or anchor posts without written Board approval.
4. No wake speed during canal exit or entry.
5. All boats and trailers shall be stored in a carport or a designated area approved by the Board when not docked in canal. Owner's Lot No. shall be attached to all stored boats and trailers.
6. Dry-lot repair and engine starting shall be limited to special permission by the Board President.
7. Access to all canal docking areas shall be honored by all unit member and renter owners permitting reasonable ingress and egress to canal frontage by boaters and residents.
8. All boat and trailer registrations shall be legal and not exceed 18 month's expiration date.
9. No inoperative boats or trailers shall be permitted docking or open storage within the park.
10. Any violations of these Boat Use and Storage Regulations shall hold boat owner subject to a fine and/or denial of extended boat and trailer use or storage within the park.

Art. XIII Add Item 5: Limitations on resident's age to conform as an Older Persons Park and in compliance with Federal Fair Housing Laws, are as follows:

At least one person aged 55 or more shall occupy the mobile home and that NO person under age 45 will ever occupy the unit other than as is permitted for guests and visitors.

Art. XIII Add Item 6: Change of Land Use affecting any unit owner(s) shall be given at least one(1) year's notice prior to negotiated vacating of mobile lot.

Addendum 2397 - Please attach this important addition to Exhibit 15-Rules and Regulations

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FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

SUN-N-FUN MOBILE HOME VILLAGE, A RESIDENTIAL COOPERATIVE

As of _____
Date

- Q: What are my voting rights in the residential cooperative?
- A: The owner of each membership certificate shall be entitled to one vote. If an owner owns more than one membership certificate, he shall be entitled to one vote for each certificate. Each membership certificate's vote shall not be divisible. More detailed information can be found in Section 2.2 Voting of the Bylaws, Exhibit "4" of the Prospectus.
- Q: What restrictions exist on my right to use my unit?
- A: Use restrictions existing on membership in SUN-N-FUN MOBILE HOME VILLAGE can be found in the Rules and Regulations attached as Exhibit "15" of the Prospectus.
- Q: What restrictions exist on the leasing of my unit?
- A: The Lessee shall not sublet the whole or any part of the unit or renew or extend any previously authorized sublease unless consent thereto shall have been duly authorized by a resolution of the Directors or given in writing by a majority of the Directors. More detailed information can be found in Section 15 Subletting - Assignment of the Master Form Proprietary Lease, Exhibit "7" of the Prospectus.
- Q: How much are my assessments to the residential cooperative for my unit type and when are they due?
- A:
- Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?
- A: No
- Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?
- A: No
- Q: Is the residential cooperative or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00. If so, identify each such case.
- A: No

Note: The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, the sales contract and the condominium documents.

EXHIBIT "16"

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COMMUNITY DEVELOPMENT

Instrument Prepared By:
W. AM R. KORP, ESQUIRE of
ISPHORDING KORP PAYNE CHARTERED
333 S. Tamiami Trail, Suite 199
Venice, Florida 34285
(813)488-7751

3287812

29540.00

Robinson

WARRANTY DEED

THIS WARRANTY DEED made and executed this 29th day of October, 1992, by SUN-N-FUN MOBILE HOME VILLAGE, LTD., a Florida limited partnership, whose address is 1515 Broadway, Fort Myers, Florida 33901, hereinafter called the Grantor, to SUN-N-FUN MOBILE HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, whose address is 5558 Palm Beach Blvd., Fort Myers, Florida 33905, hereinafter called the Grantee: (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals).

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lee County, Florida, viz:

SUN-N-FUN MOBILE HOME PARK
See attached Exhibit "A"

Subject to easements, reservations and restrictions, if any, Governmental Regulations and taxes for the year 1992 and subsequent years.

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

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

AND the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has a good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

SUN-N-FUN MOBILE HOME VILLAGE, LTD.

William K. Korp
Print Name WILLIAM K. KORP
Marilyn Bird
Print Name MARILYN BYRD

By: *[Signature]*
Werten A. Goldberg,
General Partner

EXHIBIT "17"

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STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29th day of October, 1992, by MORTON A. GOLDBERG, General Partner of Sun-N-Fun Mobile Home Village, Ltd., a Florida limited partnership, on behalf of said partnership and who acknowledged before me that the execution thereof is his free act and deed. (Notary choose one) He is [] personally known to me or [] he has produced _____ as identification.

M. A. Byrd

Signature of Notary Public

MARLYN BYRD
PRINT name of Notary Public
and affix Seal

My Commission Expires: 9/29/94

Account # _____

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PARCEL I

DESCRIPTION (D.R.B. 1167, PG. 1739)

LOTS 1 AND 8, BLOCK 3, TERRY, TICE & VANDAWALKER'S SUBDIVISION. A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 1, PAGE 46.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL II

DESCRIPTION (O.R.B. 1170, PG. 1082)

FROM THE NORTHWEST CORNER (MARKED BY A CONCRETE MONUMENT) OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, RUN EASTERLY ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 496.0 FEET TO THE NORTHWEST CORNER (MARKED BY A CONCRETE MONUMENT) OF THE LAND CONVEYED TO C.E. MCLAUGHLIN BY DEED RECORDED IN DEED BOOK 61, AT PAGE 533 AND A POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN SOUTHERLY AT AN ANGLE OF 89°22' TO THE RIGHT FROM SAID SECTION LINE A DISTANCE OF 1,387.9 FEET, MORE OR LESS, TO A CONCRETE MONUMENT AND THE NORTH RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE DEFLECTING 79°24' TO THE LEFT RUN SOUTHEASTERLY ALONG SAID ROAD 172.0 FEET; THENCE DEFLECTING 100°36' TO THE LEFT RUN NORTHERLY PARALLEL TO AND 169.1 FEET EASTERLY FROM THE FIRST MENTIONED COURSE TO THE NORTH LINE OF SAID SECTION 2; THENCE RUN WESTERLY ALONG SAID SECTION LINE FOR 169.1 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

PARCEL III

DESCRIPTION (O.R.B. 1019, PG. 26)

A PARCEL OF LAND LOCATED IN THE SOUTH HALF (S 1/2) OF SECTIONS 34 AND 35, TOWNSHIP 43 SOUTH, RANGE 25 EAST AND THE WEST HALF (W 1/2) OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM AN IRON PIN MARKING THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 25 EAST RUN WESTERLY ALONG THE SOUTHERLY LINE OF SECTION 34 S.88°43'22"W. FOR 439.93 FEET TO A POINT; THENCE RUN N.0°53'46"W. FOR 399.16 FEET TO A POINT ON THE SOUTHERLY SIDE OF THE RIGHT-OF-WAY (150 FEET WIDE) OF STATE ROAD NO.80; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE N.58°00'45"E. FOR 724 FEET MORE OR LESS TO THE WATERS OF THE ORANGE RIVER AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN WESTERLY ALONG SAID SOUTHERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 80, S.58°00'45"W. FOR 724 FEET MORE OR LESS TO A CONCRETE MONUMENT; THENCE RUN S.00°53'46"E. FOR 399.16 FEET TO A CONCRETE MONUMENT LOCATED ON THE SOUTHERLY LINE OF SAID SECTION 34; THENCE RUN N.88°43'22"E. FOR 439.93 FEET TO A STEEL PIN SET AT THE INTERSECTION OF SAID SECTIONS 34, 35 AND 2; THENCE RUN SOUTHERLY ALONG THE LINE DIVIDING SECTION 2 AND SECTION 3, TOWNSHIP 44 SOUTH, RANGE 25 EAST S.00°43'30" E. 1305.41 FEET TO A CONCRETE MONUMENT SET ON THE NORTHERLY RIGHT-OF-WAY LINE OF ORANGE RIVER BOULEVARD (STATE ROAD 80-A) 25 FEET NORTH OF THE CENTERLINE THEREOF; THENCE RUN EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE ARC OF A CURVE HAVING A RADIUS OF 1446.9 FEET FOR AN ARC LENGTH OF 131.84 FEET TO A CONCRETE POST; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S.80°37'36" E. 370.61 FEET TO A CONCRETE MONUMENT SET AT THE SOUTHEAST CORNER OF THE HERKIN DESCRIBED PROPERTY; THENCE RUN N.00°43'29"W. FOR 64.16 FEET TO A CONCRETE MONUMENT; THENCE RUN EASTERLY N.89°24'07"E. FOR 1.00 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTHERLY N.00°43'30"W. FOR 1320.57 FEET TO A CONCRETE MONUMENT SET ON THE SOUTHERLY LINE OF SAID SECTION 35; THENCE RUN EASTERLY ALONG SAID SOUTHERLY LINE N.89°36'15"E. 147.14 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTHERLY N.00°56'45"W. THROUGH A CONCRETE MONUMENT SET AT 391.45 FEET, FOR 442 FEET MORE OR LESS TO THE WATERS OF THE ORANGE RIVER; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE WATERS OF THE ORANGE RIVER FOR 573 FEET MORE OR LESS TO THE POINT OF BEGINNING.

INCLUDING ALL RIPARIAN RIGHTS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

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the mobile home park property as set forth in the Subscription Agreement, then all of the funds in the Escrow Account, together with interest earned thereon, shall be paid over to the Converter at or before the closing of the purchase of SUN-N-FUN.

b. If the conditions set forth in the Subscription Agreement are not met, then the funds held in the Escrow Account shall be paid over to the individual subscribers as their interest may appear and any interest accrued thereon shall be paid over to the Converter.

3. This Agreement is entered into as an accommodation by the Escrow Agent to the Converter and under no circumstances shall the Escrow Agent be liable to the Converter or any subscriber who may deposit funds under the aforementioned Subscription Agreements except in the case of the gross negligence of the Escrow Agent or willful and wanton misconduct.

4. If any dispute between the Converter and a third party arises, either directly or indirectly, dealing with the funds held by the Escrow Agent pursuant to this Agreement, the Escrow Agent may interplead such funds in a court of competent jurisdiction and shall be entitled to the payment of its attorney's fees and costs in connection with such interpleader action and Escrow Agent shall have a lien on the escrowed funds to the extent of such costs and fees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Doris A. Treise
Janet L. Hutchinson

SUN-N-FUN MOBILE HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

By: [Signature] (SEAL)
"Converter"

Kathleen A. Schertell
Kathleen C. Kelsey

ISPHORDING KORP PAYNE CHARTERED

By: [Signature] (SEAL)
WILLIAM R. KORP, Managing
Partner, "Escrow Agent"

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