

Gulf to Bay Mobile Owners Association Inc.

To all residents of Gulf To Bay Park:

The message this communication brings will not be entirely new to many of you. However, some of our people have been out of touch, so it will be necessary to tell the whole tale starting with the fact that our owner, Jack Giguere, wants to sell the park, and he has offered the residents the opportunity to buy.

Mr. Giguere contacted the President of the Association, Allison Brown, on the evening of April 17, 1991. Unable to tape the conversation, she asked Jack if she might return his call with another Director of the Association on the line to share the information.

She immediately contacted Leslie Downing who is a member of the Board of Directors and appointed Chairman of the Negotiating Committee at the March 18, 1991 meeting of the Board. Both Leslie and Allison were two of the original incorporators of the Association back in 1984.

Within a few minutes Les and Allison were on the phone with Jack for a three-way conference that lasted 90 minutes. It was strictly an information gathering session, and the owner pledged Les and Allison to reveal nothing of their conference until our mutual objectives were clarified.

April 18th, the following day, the owner again called Allison to set up a meeting away from the park. After several calls, Jack agreed to allow one more person from the Executive Board of the Association into the confidential circle. The President called on Freeman Crosby, Vice President of the Association and the three drove over to Boca Grande for a long evening session at Jack's home. Our mutual objectives became clarified; Jack is ready to sell, and clearly wants the residents to buy if we can agree on a price. He expressed a willingness to finance us at an interest rate of approximately 10%.

The Acquisition Committee, all named above - Allison Brown, Leslie Downing and Freeman Crosby - unexpectedly found themselves inundated in a time consuming process. Included were Board meetings, Negotiating Committee meetings, Attorney Conferences plus a Resident meeting on the 23rd, and another on the 26th with guests from a resident-owned park to answer questions from the audience. All this activity plus mountains of paper work and many hours daily on the phone or explaining the program to individuals in the park called for long hours and many workshops. Freeman Crosby has his computer working overtime in our behalf.

Fortunately, we have the incorporated resident representation already in place, namely the Gulf to Bay Mobile Home Owners Association Inc. which provides the legal vehicle required by law to proceed with a park purchase. However, attorney Korp has advised us once the cooperative has been formed all who bought a Share Certificate will be equal owners of the Cooperative and equal benefactors. Our Cooperative will own the whole tract of land, common buildings, the roads and all

other improvements thereon. All the expenses of the cooperative will be divided by 112 which is the proposed number of Share Certificates. This maintenance fee has been estimated to be less than \$100.00 per month for the first year. This should be significantly less once we are organized. As you know you will not be paying any more rent.

Our individual homes will no longer require a "sticker" and will become property. Should we sell our home, the buyer will not have to pay a sales tax. Under the cooperative system, we will all be billed for 1/112th share of the real estate tax on the whole parcel. Any Florida resident whose primary home is in the park will be eligible to apply for the \$25,000.00 homestead exemption. Let us remind you, these changes in the tax structure effect only those residents who buy a Share Certificate.

The complete sewer installation, in-park and out, will be included in the Share Certificate price, as will the legal and startup costs.

Of course any resident in the county when hooked up to a sewer, will receive a quarterly billing of approximately \$52.00. Each of us will be billed for this item, just as we will continue to receive all our utility bills. Sewer usage is a personal expense. Again, a reminder to residents who do not buy the Share Certificate: The law allows the park owner to pass-through the unit cost of the sewer to the tenant. That cost is now estimated to be approximately \$6500.00 per unit.

As we compose this letter we have no agreed purchase price; so the figures on the enclosed chart are simply examples used to demonstrate how to calculate what your Share Certificate would cost at a given total price. Proceed in this way:-

- 1) Find your house number in the first column and draw a line across the page under the information listed.
- 2) Your factor/multiplier in column 2 is determined by your percentage of the total rent collected in any given year. The same factor has been applicable to the rent structure since 1986. This method of determining Share Certificate cost has been approved by our attorney as acceptable to the State board reviewing contracts.

Exceptions: If the lot which you rent is not protected by the "723" law and you are involved with a LEASE, then you are paying a higher rent. However, for the purposes of figuring factors, and ultimately the cost of a Share Certificate, we have used the MHO rental figure which you will find in the third column. Look at the chart:- your rental figure and your factor is the same as your MHO neighbor with a like location. Your actual rent would penalize you unfairly.

- 3) The rest of the columns 4, 5, 6 & 7 were used to demonstrate what your Share Certificate would cost at various levels of startup price. Example: Column 4 - \$2,750,000.00 Run down column 4 to your lot number which you have underlined. The figure shown is the projected cost of your Share Certificate. You can do it with any final figure which we may ask you to consider at a later date. Simply multiply the final figure by your factor. Remember, there is a decimal point at the beginning of every factor. Don't fail to enter the decimal point. when using your calculator to prove out the figures at the various price levels. Remember these are only projections.

Please note this is not an offer to sell shares. When the total facts are ready you will receive a prospectus of the proposal including a sign-up form. At that time we will determine the ability of the project to go forward by the participation level of the park residents. A very high percentage resident participation will be required for the success of this project. Each individual transaction will be handled by a competent attorney according to Florida law as it applies to a cooperative such as this.

We need you to be considering all aspects of this proposal during the next few days including your own personal decision as to how you will handle your share cost so we may get a rapid response when a final price agreement is established.

Please return the enclosed preliminary survey sheet as soon as possible.

At this writing, we are waiting for our owner to return from Hawaii about May 15th. His first expressed priority is to work with the County and Utility company to secure the best possible price on the sewer. Our negotiations will begin very soon after his arrival date, and we will be communicating with you just as soon as we have anything to report.

Faithfully,

The Acquisition Committee
Allison Brown
Leslie Downing
Freeman Crosby

Report of the Prospectus Committee
Etta R. Crosby, coordinator
Jean Croteau
Ruthann McFarlane
Joan Stunzig

10/13/91

Sunday 11:00 a.m. meeting, all present

The committee had the following to prepare:

- #1 - Master Information List
- #2 - Plot Plan
- #3 - Rules and Regulations
- #4 - Membership and Lease Information sheet
- #5 - Prospectus
- #6 - Description of the Recreational and other Facilities

I had filled in the Master Information List as much as possible and we completed it except for a few questions for Board President Allison Brown and Attorney Domber.

No one volunteered to do a new Plot Plan.

We went over the Rules and Regulations and added and deleted.

We all volunteered to help with the Lease Information sheets. (It was decided by Attorney Domber that this committee should not be responsible for the Lease Information).

We read the Park Prospectus.

Adjourned at 1:30 p.m.

10/15/91

Copies of Rules and Regulations from other resident owned parks were sent to the others on the committee to glean ideas and each was asked to check the Rules and / or Regulations they thought would benefit our park. Since the Description of the Recreational and other Facilities would not necessitate much change, I volunteered to do the rewrite.

10/26/91

I asked Bob Wagner to work a new Plot Plan for us, which he agreed to do and by 10/29/91 he had it completed and returned to me.

10/28/91

Gave rough draft of Rules and Regulations, (has all new additions from other parks) to my committee, with note to go over it and make any changes. Also passed out the new Description of Recreational and other Facilities.

11/03/91

Turned Plot Plan over to Attorney Domber. He gave us a Cooperative Prospectus to read over, which I did and have passed on to my committee, it then will be given to the Board of Directors to read. All are to make suggestions as to any additions or deletions they feel are needed.

11/05/91

7:00 p.m. meeting, all present

The committee went over the second rough draft of the Rules and Regulations and decided on a few more additions and changes which will be done - and the final draft will be completed shortly. One change was made in the Description of the Recreational and other Facilities and it will be added and then given to the Board of Directors along with the Rules and Regulations.

To get input from the residents, Jean, Joan and I were in the Recreation Hall from 10:00 to 12:00 - Wednesday, Thursday and Friday the 6th., 7th., and 8th. of November respectfully. Bob King volunteered to check our facilities as regard to handicap use. No buildings were easily accessible.

Adjourned at 9:15 p.m.

11/06/91

Final draft of the Description of the Recreational and other Facilities and the final draft of the Rules and Regulations has been done.

11/07/91

Handed the two above mentioned works to Board President Allison Brown for the Board of Directors final approval.

11/12/91

My committee has gone over the Prospectus and it has been turned over to Board President Allison Brown for the Board of Directors final approval.

Respectfully submitted:

Etta R. Crosby, coordinator

DESCRIPTION OF THE RECREATIONAL AND OTHER FACILITIES

Gulf to Bay Park has a recreation hall, shuffleboard courts, horseshoe pit, fishing pier and boat docks on Lemon Bay and partially covered sitting area on the Gulf of Mexico, which are available for use by the park residents. The maximum number of lots that will use these facilities is 113, which is the total number of lots within the park. Residents and their guests may use the shared facilities in a careful and reasonable manor and must leave such facilities in a clean, neat and sanitary condition, and must comply with the park rules applicable thereto.

A recreation hall which is located on North Beach Rd. between Bayo and Cielo streets is a single room of approximately 1660 square feet with a capacity for 150 persons. The hall is equipped with tables, chairs, and a fully equipped kitchen with gas stoves, electric refrigerators and hot water heater. It is intended to be used as a daytime meeting and activity place and in the evening for park events and programs. A section in the west end of the hall has a "help yourself" library.

At the east end of Bayo and Cielo streets are 4 shuffleboard courts complete with scoreboards, benches, and lights. The horseshoe pit is located south of the shuffleboard courts.

Two fishing piers, one including a fish cleaning bench and 46 boat slips are located on Lemon Bay. The slips are assigned by the manager on an availability basis and there is no guarantee of such availability. Management reserves the right to charge for such use.

At the end of Golfo St. is the access to the Gulf of Mexico for swimming, fishing or walking. A partially covered wooden pavilion with benches and a picnic table is available for use by all residents and their guests.

Lawn maintenance equipment, including rakes, hoes, hedge trimmers, weed eaters, wheelbarrow and lawn mowers are available for use of park residents. The items are available at no charge on a first come, first serve basis.

The park facilities are available at all reasonable times, generally from 8:00 a.m. to 11:00 p.m. seven days a week. The availability of all the common recreational facilities and equipment is limited to normal circumstances. The park may from time to time close said facilities on a temporary basis for purposes of maintenance, repair, alteration, improvement or any reasonable reason.

The maintenance and operation of the park is the responsibility of the Park Manager who is under the supervision of the Board of Directors of the Cooperative. Any problems which arise concerning the park property should be directed to the attention of the Park Manager.

Water is provided by the Englewood Water Company, billed to Gulf to Bay Park then allocated to individual lots on a metered basis. Responsibility for water mains in the park from the meter at the entrance of the park up to and including the shutoff valve at each lot is the responsibility of the Cooperative. Water lines from the shutoff to your mobile home are the mobile home owners responsibility.

Sewerage disposal is provided by septic and aerobic systems in the park. Responsibility for sewer lines within the park are the park managements responsibility up to the ground connection of the sewer line to your mobile home line. The in ground connection and the line to and including mobile home lines are the mobile home owners responsibility.

Waste disposal (garbage and trash) collection is provided by the Englewood Disposal Company. The park pays a lump sum and the amount is allocated to individual lots on a pro rata basis. Each tenant will supply his own containers.

Cablevision is provided by Storer Cable Company and is entirely the mobile home owners responsibility.

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Gulf to Bay Mobile Home Owners Association, Inc.

Confidential survey on your interest in the future of Gulf To Bay Park.

Unit or lot Number [____]

Name _____

Are you interested in participating in a Resident Owned Community ?[____]

If not are you interested in selling your present mobile home or unit ? [____]

Would you be interested in moving to another location in the park if one is available ?[____]

If interested in the Resident owned community concept please answer below.

Would you be paying for your share in full ?[____]

If not, would you be able to make a \$10,000.00 down payment on your share, if co-op financing is available ?[____]

Please make comments on the reverse side of this sheet, by phone or letter.

This information will be used to determine the feasibility of proceeding in negotiations with the owner of the park by the officers of the corporation.

----- Tear here -----

We need the above survey sheet returned in the shortest possible time.

If you wish to discuss this matter please call one of the following:

Allison Brown (813)474-0911
Freeman Crosby (813)474-2690
Leslie Downing (813)474-7277
or in Michigan (517)451-8382

Mail this survey and inquiries to:

Gulf to Bay Mobile Home Owners Association, Inc.
% Jane Wiley, Resident agent
315 Cielo St.
Englewood FL 34223

or:

Allison Brown, President
409 Dije St.
Englewood FL 34223

05-06-91

An open letter to the residents of Gulf to Bay Trailer Park

Subject:

My personal reasons for supporting a division of the startup costs as a Resident Owned Community using a factor based on the past rent history.

Need for this letter:

A rift in our park has been created by a few who call this plan unfair.

Statement:

Any plan to divide this diverse park will be considered unfair by some.

My positive reasons:

1. This plan was adopted by previous board members before I was involved, by a large margin, and has been in place for several years.
2. A legal opinion has been obtained that this plan will be accepted by the state when it reviews our corporate structure. Any plan using square feet will require a lot by lot survey creating lot lines. In addition to greater costs future dissension using these lines will be inevitable.
3. After incorporation each certificate will be equal no matter what was paid for it. Even though you may recover the cost of the certificate in a resale situation each member will have equal rights and own an equal part of all the Gulf To Bay property.
4. If the corporation is dissolved for any reason all assets will be divided equally among all certificates. This means smaller investors have made an instant profit on the day of incorporation and larger ones have a loss. I feel at this time most inequities will be resolved.
5. Present "trailer" lot certificates will be judged on the nearest "permanent" lot rent reducing these in all cases.
6. Generally the higher priced certificates have been committed to a complete up front payment which will allow us to finance the smaller certificates, if at all possible. A reverse situation will not allow the project to succeed in any case due to lack of capitalization.
7. In my survey most lower priced certificate prospects will not commit to any action using any plan proposed. Due to the large number of these lower priced certificates any small savings to them will cause a large increase in those above the median average.
8. A total investment to live on Manasota Key using our facilities equally should be taken into consideration. A quick example using projected cost is one told to me that including certificate cost a unit on Dije st. in which the owner will have a total investment of \$85,000 compared to an example in the lowest certificate range and a recent sale of about \$39,000. Both members are equal, both own the dock, both own the Tiki, both own the recreation hall, both use the beach etc.
9. The higher cost certificate holders will actually be creating the ability of the others to maintain their lifestyle and without them there will be no positive action. There will be a point that these investors will not wish to carry the load.
10. In all discussions every effort has been made to retain all present residents to the best of our ability. Constructive comments are invited. If you have no intention of remaining at Gulf to Bay please don't ruin it for your friends who do by criticism of those trying to work these things out.

Sincerely
Freeman M. Crosby .
9 Golfo St.

NOTICE

ALL PARK RESIDENTS

The most important meeting since the Subscription Drive was launched will be held today, 11-01-91 at 1:00 p.m. in the Recreation Hall.

This is an important call for all SUBSCRIBERS to attend, However, this is an OPEN MEETING for all residents of Gulf to Bay Park.

Gulf to Bay Mobile HomeOwners Association Inc.

Frances E. Franz, Secretary

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Friday 11-01-91

To All Residents with Current Leases:

This is to assure all residents with current leases that following the proposed purchase of Gulf to Bay Park All Leases Will Be Honored

However since our closing date is at hand the Subscription agreement and Certificate on your leased lot #_____ will be available to the first qualified buyer after 12:00 noon on Sunday, November 3,1991.

As the present leaseholder or tenant on this lot you will have priority over any other interested buyer until the date and time above.

Please complete and return your purchase agreement before this time if you desire to exercise this right.

Gulf to Bay Mobile HomeOwners Association Inc.

Frances E. Franz, Secretary

NOTICE

To All Gulf to Bay Park Residents:

A committee selected by The Board of Directors has been working on determining the fair market value of the Real Property that will be sold to the highest bidder after the park purchase is completed. This committee used information on recent sales and toured the island looking at various property as close to the type that will be sold as possible.

The Board of Directors has determined following minimum acceptable bids prior to closing.

	Property	Certificate	Total		
"Beach House"	Certificate #26	\$150000.00	\$45719.00	\$195719.00	
"Block Cottage"	Certificate #308	\$18000.00	\$31646.00	\$49646.00	
"SmallTrailer"	Certificate#322	\$1000.00	\$31646.00	\$32646.00	
"Block House"	Certificate #502 1/2	\$55000.00	\$40004.00	\$95004.00	

Offers at or over the minimum will be accepted from present Park Residents and family, lease holders and renters of record until the day of closing. If no acceptable offers are received by that time they will be placed on the open market for sale.

Please direct all inquiries for more information to the Board of Directors in writing.

Gulf to Bay Mobile HomeOwners Association Inc.

Frances E. Franz, Secretary

November 5, 1991

Gulf to Bay Cooperative, Inc.

In response to a request for an opportunity for Cooperative members to discuss the Rules and Regulations which were accepted by the membership at a full association meeting on November 5th, 1991 and which were published in the Prospectus, a Discussion Session has been scheduled for Saturday March 7th at 9:00 a m in the Hall.

The Rules and Regulations were part the assigned task of the Prospectus Committee which was made up of:

Etta R. Crosby, Coordinator
Jean Croteau
Ruthann MacFarlane
Joan Stunzig

The committee has agreed to a discussion session as a method of giving members an opportunity to critique the document, and to perhaps better understand the process of assembling viable rules and regulations to meet our needs.

This session is NOT a formal meeting, but is, rather, an opportunity to explore what changes, if any, may need to be considered.

The Board of Directors
Gulf to Bay Cooperative

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The Board of Directors
Gulf to Bay Cooperative

NOTICE

To All Gulf to Bay Park Residents:

Thanks to all your hard work and sacrifice, it now appears that the subscription drive for the proposed park purchase has been successful and we are prepared to proceed with the closing.

We have been advised by our attorney Mr. Harlan Domber that the park owner, Jack Giguere, needs more time to make his arrangements, and he has asked that the closing be held on November 22, 1991.

An informational meeting is planned with all park residents at 10:00 a.m. on Thursday November 14, 1991 at the recreation hall.

Dates for seminars on other aspects of our new operation will be announced as arrangements are made.

Gulf to Bay Mobile HomeOwners Association Inc.

Frances E. Franz, Secretary

November 12, 1991

INFORMATIONAL SEMINAR

ALL RESIDENTS ARE INVITED

Mr. Thomas Digman from the Key Insurance Agency will be with us to explain our new responsibilities as Cooperative owners.

Among other subjects this will be in regard to maintaining a safe community in which to live, your role in reducing our exposure to accidents and things we should all be aware of at Gulf to Bay.

This informal meeting will be held as previously announced at 10:00 a.m. on Tuesday November 19, 1991 at the Recreation hall.

The Board of Directors is still looking for more suggestions from residents in regard to how you would like the Park to be operated.

To add your input to that already received please put your comments in writing and give them to any Board member for proper consideration.

Gulf to Bay Mobile HomeOwners Association Inc.

Frances E. Franz, Secretary

November 17, 1991

INFORMATIONAL SEMINAR

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Gulf to Bay Mobile HomeOwners Association Inc.

Frances E. Franz, Secretary

November 17, 1991

November 11,1991

Report of a meeting with Mr. Tom Digman of the Key Agency regarding insurance for the Gulf to Bay Cooperative.

With the present owners permission the Cooperative will be placed on his present policies as an added insured.

Mr. Digman will survey the premises with a member of the our maintenance and insurance committee to review our needs and suggest possible problems prior to any insurance company review.

He stressed that our greatest exposure to lawsuits will be from the roads. He suggested a Safety Committee to police the streets for debris, potholes, glass & tree limbs.

Yellow markings on steps & signs would help in our defense against negligence if a problem arose.

Several areas were covered in regard to insurance needed by the Cooperative that is not presently in place.

We discussed covering the "volunteer labor" provided by the members of the Cooperative. This may be handled by having waivers signed by each person who is working or insurance may be purchased to cover these activities. This would be a special volunteer workmans compensation policy and would cost about \$4.06 per 20 hours of labor provided. Records kept of the activities would be the source of the premium paid. A starting premium would be about \$800.00 which would be adjusted each year for the amount of hours reported.

We must decide if we should hire all work done, risk lawsuits for persons injured while working on group projects or discourage volunteer help by the waiver process.

The property and all buildings are now covered by "all risk" & liability insurance. These are up to date as to valuation.

We will have to determine the liability limits we need soon.

Normally the underlying policies will be of \$100,000.00 limits with an "umbrella" policy of at least \$100,000.00

The following rates apply for the "umbrella" policy.

Limits	Cost
\$1,000,000.00	\$750.00
\$2,000,000.00	\$1250.00
\$3,000,000.00	\$1750.00
\$4,000,000.00	\$2450.00
\$5,000,000.00	\$2750.00

A liability that is not addressed at this time is the docks which should be added to the present owners policy.

Directors and Officers insurance will be available for a limit of \$500,000.00 at the cost of about \$135.00

As of January 1992 the Florida cooperatives must bond their officers who handle money for \$50,000 per person at the cost of \$350.00 for three people.

After a look at the park and the results of any discussion of this report Mr. Digman will provide us with a complete review of our insurance costs.

For The Board of Directors
Gulf to Bay Cooperative
Freeman M. Crosby

GULF TO BAY

INFORMATION BULLETIN

Thank you all for your support in the successful subscription drive !

The Board of Directors also thank you for your spontaneous celebration on our return from the closing of the purchase.

As most of you know the Park will continue to run under the present Association name until the new name Gulf to Bay Cooperative is adopted and the conversion to a Resident Owned Community is completed in the near future, after approval from Tallahassee.

Committees appointed by the Board of Directors will be working with them this week to assemble all the previous records and should be ready to open the Office for regular business Dec. 2, 1991

The first maintenance fee of \$100.00 , Garbage & trash plus any other unpaid balances for boat docks etc. will be due at this time from Participants.

Prepaid rent is being pro-rated to be applied to any balances you wish or will be returned to you. Applying your balance to your yearly maintenance fee will help the Cooperation's cash flow in it's first months of operation if you are able.

Billing will be done to bring your account up to date. Future payments will automatically be due the first of each month thereafter.

Those renting under the 723 provisions will continue on as usual with the previous lease agreement, with the regular pass-through charges of garbage, water and any which may apply.

It should be noted that this years garbage and trash assessment from Charlotte County has been increased to \$165.74, which now includes a leaf & brush pickup on Thursdays and re-cycling provisions.

Other committees have already been active throughout the park and more will be needed as things develop. Let a Board member or committee chairman know if you see things related to their activity that need attention or you wish to volunteer your services.

November 25, 1991

Gulf to Bay Mobile HomeOwners Association Inc.

The Big News...

November 22, 1991 was a turning point in the history of Gulf-to-Bay. The declaration of our independence was signed. The "changing of the guard" threat was over.

On any given street, folks were milling around waiting for news. The Liars Dock was bursting with eager, happy folks, itching to celebrate. Cakes, brownies, snacks, wines and champagne were in readiness. Fran Wadlegger had painted a RESIDENT OWNED PARK sign and displayed it proudly at the Hall.

Approximately 10:15 Brownie shouted "We're owners, its ours" - all hell broke loose with cheers, hugs and kisses, tears of joy. Paul Revere couldn't have done it better. Folks were going up and down the streets calling neighbors to join the celebration. It was a true "COME AS YOU ARE PARTY".

Beach Road was the reception line, adorned with waving flashlights, awaiting for the carivan of stars. Anticipation was at an all time high by the time they came into view. Horns and flashing lights echoed thru the silent night. Our conquering heros (after not having a thing to eat all day) graciously greeting and thanked everyone for their support.

Corks were like flying saucers, a real testament to Napa Valley. What a Party.

Dick Leeper filmed the negotiations and signing of the contracts and that was viewed by everyone. How proud our representatives looked, fresh and chipper, professional as they crossed their T's and dotted their I's. Celebrations continued into the wee hours of the morning, headaches were well worth it!!!

"OUR COMMITTEE"

THE LUCKY SEVEN

Allison Brown, Les Downing, Freeman Crosby, Dick Leeper,
Audrey Grant, Frances Franz and Vaughn Nighswander.