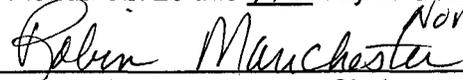

WILLIAM G. LAW, JR.
Circuit Judge

CERTIFICATE OF SERVICE

I hereby certify that true and correct copy of the foregoing has been sent via U.S. Mail to David D. Eastman, Esq., 2155 Delta Blvd., Suite 210-B, Tallahassee, FL 32303, Sanford A. Minkoff, Esq., Lake County Attorney, Post Office Box 7800, Tavares, FL 32778, and to Derek A. Schroth, Esq., 600 Jennings Avenue, Eustis, Florida 32726 this 14 day of ~~October~~ ^{November}, 2006.


Judicial Assistant/Deputy Clerk

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

CASE NO: 2005 CA 000707

SUNLAKE HOMEOWNERS
ASSOCIATION, INC.,

Plaintiff,

vs.

AMERICAN LAND LEASE, INC.,
LAKE COUNTY, COMMUNITY SUNLAKE
JOINT VENTURE, a Delaware General Partnership
and AIOP FLORIDA PROPERTIES I, L.L.C.

Defendants.

NOTICE OF CLASS ACTION

TO: ALL MEMBERS OF SUNLAKE HOMEOWNERS ASSOCIATION, INC.

THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ THIS ENTIRE NOTICE CAREFULLY

IF YOU DO REQUEST TO BE EXCLUDED FROM THE CLASS BY NOVEMBER 30,
2006 AS DESCRIBED BELOW, YOU WILL NOT BE BOUND BY OR BENEFIT FROM
THE OUTCOME OF THIS LAWSUIT.

1. Description and Status of the Lawsuit

The purpose of this Notice is to inform you of a class action lawsuit that is now pending in the Circuit Court of Lake County, Florida, involving Sunlake Homeowners Association, Inc.

In this lawsuit (the "Action"), Plaintiff, Sunlake Homeowners Association alleges that Defendants, American Land Lease, Inc., Community Sunlake Joint Venture, and AIOP Florida Properties I, L.L.C. (Count 1) are double charging residents for curbside garbage pickup; (Count II and III) have not maintained Sunlake Estates to the standards required under Florida Statutes §§ 723.022(1), 723.002(2), and 723.002(3); (Count IV) have failed to provide access to common areas; (Count V) have failed to maintain utilities; (Count VI) have failed to maintain common areas in compliance with Park Rules; (Count VIII) are overcharging many residents by not following their lease guidelines; (Count VIII) have breached a previous settlement agreement; (Count IX) are attempting to pass on charges unlawfully, including charging residents for water usage unlawfully; (Count X) retaliating against residents by decreasing services (Count XI) have engaged in deceptive and unfair trade practices; (Count XII) are not maintaining the 9 hole golf course as required; and (Count XIII) are not dealing fairly or in good faith with the



residents. Lake County is a party to this lawsuit with regard to the alleged double garbage curbside pickup charges. The Court will later determine which claims are appropriate to proceed to trial as class action claims and whether the Association has standing.

Notice to Class

This Notice is being sent to you voluntarily by Plaintiff the form of which has been approved by the Court.

Review of Action

This Action has been litigated actively since it was filed in 2005. The Orders and pleadings regarding this lawsuit can be reviewed during normal business hours by contacting John Harmon, President of Sunlake Homeowners Association, Inc., 1370 Warmwood Drive, Grand Island, FL 32735, or call at 352-669-6199, or by contacting counsel for Plaintiff, Derek A. Schroth, Esq. at 352-589-1414. The Court file is also available for your review at the Clerk of the Circuit Court, File Office, Lake County Judicial Center, 550 W. Main Street, Tavares, FL 32778. Many of the pertinent pleadings are also posted on the Association's website www.sunlakeestateshoa.com.

Trial Date

This Action has been removed from the Trial Docket for January, 2007 and will be set for trial after the class issues have been resolved.

Attorney's Fees

The Homeowners Association has been paying the attorney's fees and costs to Plaintiff's counsel in this lawsuit on a monthly basis. The prevailing party in this lawsuit will most likely be awarded payment of their attorney's fees and costs from the losing party. If Sunlake Homeowners Association loses the case, Sunlake Homeowners Association, Inc. and its members could be liable for attorney's fees to Defendants' counsel. The Association has sufficient funds to pay an adverse fee up to a certain amount and has agreed to make every effort to pay the entire amount should it lose. However, individual class members could be liable for fees if the Association loses and does not have or raise the money to pay an adverse judgment. If Sunlake Homeowners Association prevails, Defendant will have to pay all Sunlake Homeowners Association's attorney's fees and cost and the Association will disburse such winnings back to the class members in method to be approved by the Court.

Any application for an award of attorney's fees and reimbursement of litigation expenses by counsel for either party will be subject to Court approval. Counsel for the prevailing party will be required to (1) obtain approval for such application for fees and costs from the Court, (2) notify all class members of the application and provide a time period for class members to file an objection (3) hold a final hearing for the Court to award such fees and expenses and the Court deems fair and reasonable.

Remaining in the Class

IF YOU CHOOSE TO REMAIN A CLASS MEMBER, YOU DO NOT NEED TO DO ANYTHING AT THIS TIME. IF YOU DO NOTHING YOU WILL AUTOMATICALLY BE INCLUDED IN THE CLASS.

If you choose to remain a member of the class you will be entitled to your share of any money awarded to the Class either through a settlement with Defendants, or through a trial or judgment of the Court. If the Court dismisses one or more of the claims against any Defendant, you will be bound by that decision and all prior decisions of the Court. In other words, you will not be allowed to sue for your individual claims if you stay in this class.

Choosing to Not Be a Member of the Class

If you choose to be excluded from the Class, you will not be bound by any decisions in this Action, whether favorable or unfavorable, you will not be permitted to share in any money that is distributed to the Class if any. Likewise you will not be held responsible for attorney fees should the Association lose the case.

To be excluded from the Sunlake Homeowners Association, Inc. Class you must mail certified mail, return receipt requested your request for exclusion to Derek A. Schroth, Esq., Bowen Radson Schroth, P.A. 600 Jennings Avenue, Eustis, FL 32726 which must be postmarked no later than November 30, 2006. You must state "I wish to be excluded from the Sunlake Estates Homeowners Association Class regarding lawsuit 2005 CA 707", state your current address, and have this document notarized to verify your signature.

Please Keep Your Address Current

Should you move or change locations please notify Sunlake Homeowners Association, Inc. so that your current address is always on record for any necessary notification to you as a class member.

If you have any questions regarding this Notice or the Action, please feel free to call or write a letter to the address listed below.

DO NOT WRITE OR TELEPHONE THE COURT REGARDING THIS NOTICE.

DEREK A. SCHROTH
BOWEN RADSON SCHROTH, P.A.
600 Jennings Avenue
Eustis, Florida 32726
Telephone (352) 589-1414
Facsimile (352) 589-1726
Florida Bar No. 00352070
Attorney for Sunlake Homeowners
Association, Inc.