

PROSPECTUS

FOR

HOLIDAY COVE RV RESORT
A Land Condominium

Manatee County, Florida

- 1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.**
- 2. 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.**
- 3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.**

HOLIDAY COVE RV RESORT

REQUIRED STATEMENTS

SUMMARY PAGE

- (1) THE CONDOMINIUM IS CREATED AND BEING SOLD AS A FEE SIMPLE INTEREST AND NOT AS A LEASEHOLD INTEREST. TIME SHARE ESTATES WILL NOT BE CREATED.**
See Article IV of the Prospectus.
- (2) THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**
See Section 4.16 of the Bylaws of the Association attached as Exhibit D to the Declaration of Condominium and Article XI of the Prospectus.
- (3) THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**
See Paragraphs 20 and 21 of the Declaration of Condominium and Article VIII of the Prospectus.
- (4) HOLIDAY COVE RV RESORT IS A LAND CONDOMINIUM. THE UNITS OF THE CONDOMINIUM ARE NOT CONTAINED IN A BUILDING. THE LAND AND ALL IMPROVEMENTS ERECTED ON THE LAND, OTHER THAN ON THE UNITS, ARE PART OF THE CONDOMINIUM.**
See Paragraphs 2.2 and 5.2 of the Declaration of Condominium and Article III of the Prospectus.
- (5) RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.**
See Article V of the Prospectus.
- (6) THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**
See Article XV of the Prospectus.
- (7) THERE IS NOT A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY.**
See Article XVI of the Prospectus.

HOLIDAY COVE RV RESORT
PROSPECTUS
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EXHIBITS:

1. Declaration of Condominium
 - A. Legal Description for the Condominium
 - B. Survey / Graphic Description and Plot Plan
 - C. Articles of Incorporation of the Condominium Association
 - D. Bylaws of the Condominium Association
2. Condominium Rules and Regulations
3. Estimated Operating Budget
4. Purchase and Sale Agreement
5. Receipt for Condominium Documents
6. Escrow Agreement
7. Sales Materials
8. Form Special Warranty Deed
9. Evidence of Developer's Interest in the Condominium Property
10. Frequently Asked Questions and Answers
11. Notice to Tenants
12. Conversion Certificate (Architect)
13. Correspondence from County regarding Certificate of Occupancy
14. Letter from County regarding Zoning and Conversion
15. Alternative Media Disclosure
16. Local Acceptance / Approval of Dock or Marina Facilities

PROSPECTUS
FOR
HOLIDAY COVE RV RESORT
A Land Condominium

I

INTRODUCTION TO PROSPECTUS FOR
HOLIDAY COVE RV RESORT

Holiday Cove RV Resort, LLC, a Florida Limited Liability Company, presents herewith its Prospectus for the establishment of a plan of condominium ownership with respect to Holiday Cove RV Resort, a Land Condominium, in accordance with the requirements of Section 718.504, Florida Statutes, and the regulations promulgated thereunder.

II

NAME AND LOCATION

The name of the Condominium is HOLIDAY COVE RV RESORT, a Land Condominium (the "Condominium"). The Condominium is located at 11900 Cortez Road West, Cortez, Florida 34215.

III

DESCRIPTION OF THE CONDOMINIUM

HOLIDAY COVE RV RESORT IS A LAND CONDOMINIUM. THE UNITS OF THE CONDOMINIUM ARE NOT CONTAINED IN A BUILDING. THE LAND AND ALL IMPROVEMENTS ERECTED ON THE LAND, OTHER THAN ON THE UNITS, ARE PART OF THE CONDOMINIUM.

Refer to Paragraphs 2.2 and 5.2 of the Declaration of Condominium attached as Exhibit "1" to this Prospectus (the "Declaration"). Capitalized terms as contained in this Prospectus shall have the same definition as given in the Declaration.

The Condominium Property consists of the Land together with the Building and other Improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements (but not buildings or improvements located within a Unit).

The Condominium consists of ninety-seven (97) land units. The Condominium is not a phase condominium.

Each unit will have a minimum of 900 sq. ft. and a maximum of 3,500 sq. ft.

Each unit will be identified by a one or two digit number and shall be consecutively numbered from 1 to 97.

The owner of each Unit shall be a member of the Condominium Association and shall be entitled to one vote in accordance with the provisions of the Declaration of Condominium and the Association Bylaws.

The ownership of each Unit shall include undivided shares in the Common Elements which are appurtenant to each Unit and the proportions and manner of sharing Common Expenses and owning Common Surplus shall be apportioned equally among the Unit Owners. Each Unit's share of Common Expenses and Common Surplus shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units within the Condominium.

The Survey attached as Exhibit "B" to the Declaration will graphically reflect the Units, the Building and Improvements in the Condominium.

The facilities in this Condominium shall be used in common only by the owners of a maximum ninety seven (97) Units and their guests, tenants and invitees.

IV

SALE IN FEE SIMPLE

THE CONDOMINIUM UNITS ARE BEING SOLD IN FEE SIMPLE INTERESTS AND NOT AS A LEASEHOLD INTEREST. TIME SHARE ESTATES WILL NOT BE CREATED.

The Condominium is not being created or sold as a leasehold, nor is there any plan to create time share estates. All Units will be sold as fee simple interests.

V

RECREATIONAL FACILITIES WHICH WILL BE USED ONLY BY UNIT OWNERS OF HOLIDAY COVE RV RESORT.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

The following is a description of the recreational facilities that will be available for use only by the Unit Owners. The maximum number of Units that will use the facilities in common is ninety seven (97). There is no recreational facilities lease associated with this Condominium.

1. One heated swimming pool located next to the clubhouse. The pool is approximately twenty (20) feet by forty-five (45) feet. Its depth is between three (3) feet at the shallow end and five (5) feet at the deepest end. The pool capacity is approximately forty (40) people. Surrounding the pool is a combination hard surface and landscaped deck containing approximately 2800 square feet having an approximate capacity of sixty (60) people.
2. Adjacent to the deck area is a clubhouse which contains the following:
 - (a) Office area of approximately 161 square feet which will accommodate two (2) people.
 - (b) Meeting room of approximately 882 square feet which will accommodate seventy-five (75) people.
 - (c) Men's restroom of approximately 280 square feet which will accommodate four (4) people.
 - (d) Women's restroom of approximately 280 square feet which will accommodate four (4) people.
3. Next to and parallel with the swimming pool deck is a shuffleboard area which is approximately 19 feet by 52 feet of hard surface. It contains two (2) shuffleboard courts and can accommodate eight (8) people.
4. Across the street from the clubhouse is a laundry area which contains approximately 96 square feet. The laundry area is not completely enclosed but contains three (3) walls.

The developer will spend not less than \$15,000.00 in furnishing personal property for the above recreational facilities.

There are no facilities or rooms that will not be owned by the Unit owners or the Association.

The projected date of completion of renovations to the facilities described above is December 31, 2008.

The Developer does not have plans to add to or expand the recreational facilities.

There are no recreation leases or associated club memberships in this Condominium.

There are no recreational or other facilities to be used in common with other condominiums, condominium associations or planned unit developments.

The docks are not subject to a submerged land lease with the Department of Environmental Protection.

There are no express warranties unless they are stated in writing by the Developer.

VI

UTILITIES AND OTHER SERVICES

Various utilities and other services will be provided to HOLIDAY COVE RV RESORT by third party entities. The Association will be responsible for provision of these utilities and other services to the Condominium and the Units and the cost for these utilities and other services will be paid for by the Association and will become part of the common expenses for the Condominium. The third party entities providing utilities and other services to HOLIDAY COVE RV RESORT are as follows:

1. Electricity. (to the Common Elements) Furnished by Florida Power and Light Company.

Connections for provision of electricity will be provided to the individual Units and will be established by the Developer. The electricity provided to the individual Units will be separately metered and paid for by the respective individual Unit Owners.

2. Water. Furnished by the Manatee County Utility Consumer Services. Fees for water services will be charged in accordance with rate schedules approved by Manatee County.
3. Sewer Service. Furnished by Manatee County Waste Management. Fees for sewer services will be charged in accordance with rate schedules approved by Manatee County.
4. Trash Collection Service. Furnished by Manatee County Waste Management. Fees for sewer services will be charged in accordance with rate schedules approved by Manatee County.
5. Cable Television Service. Furnished by Brighthouse.
6. Storm Drainage. In accordance with engineering design and plans approved by Manatee County Engineering Department, by on site retention, natural absorption and run-off.

Connections for provision of telephone service will be provided to the individual Units by Brighthouse and will be established by the Developer. The telephone services provided to the individual Units will be established on an independent basis at the option of the respective Unit Owners. Each Unit Owner will need to establish service and pay for such service independently. Telephone service will not be paid for by the Association nor be a part of the common expenses.

VII

USE RESTRICTIONS.

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists. The use restrictions that immediately follow are in summary form.

The complete use restrictions are found in Paragraph 19 of the Declaration which is Exhibit "1" to this Prospectus.

1. Specific Use Restrictions. No owner, tenant or other occupant shall:
 - (a) Occupancy. Each Unit shall be used for residential purposes only except as otherwise expressly provided in the Declaration. The number of persons permitted to occupy a recreational vehicle located on a Unit shall be limited to the number of sleeping accommodations contained within the recreational vehicle. In no case shall the number of people exceed eight (8) within a single recreational vehicle located on a Unit. There are no restrictions on children in the Condominium.
 - (b) Pets. A Unit Owner shall be permitted to maintain in the Unit three (3) household pets, to be limited to domestic dogs, domestic cats, or caged birds or one (1) fish tank. No pets shall be allowed on the pool deck or pool area.
 - (c) Alterations. No Unit Owner shall cause or allow construction of vertical improvements on or the existence of permanent fixtures or improvements on any Unit, Limited Common Element, or Common Element except as otherwise provided in the Declaration. Unit Owners may landscape their Unit upon written approval of the Association.
 - (d) No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.
 - (e) Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.
 - (f) Residency. Each Unit Owner, guest, invitee or other permitted occupant shall maintain a primary residential address at another location other than the Condominium to which notices may be sent. The Condominium does not

have any limitations on the number of days, months, etc. that a Unit Owner may use a Unit. However, the Condominium is not intended for permanent, year-round occupancy. The Unit Owners do not need to advise the Association prior to using the Units nor do the Unit Owners need to make reservations to use the Units.

- (g) Increase Insurance Premium. No owner, tenant, or other occupant shall permit or suffer anything to be done or kept on a Unit or in the Common Elements or Limited Common Elements which will increase insurance rates on any Unit or on the Condominium Property.
- (h) Sales Activity. Until the Developer has closed on the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association shall interfere with the sale of Units.

VIII

RESTRICTIONS ON SALE, TRANSFER OF LEASING OF A UNIT

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

Refer to Paragraphs 20 and 21 of the Declaration of Condominium attached as Exhibit "1" to this Prospectus.

Pursuant to this paragraph, the Board of Directors of this Association, or its duly authorized officers, agents or committee must approve in writing all sales, transfers of title, leases or occupation of a Unit except those involving Developer or institutional Lenders or as otherwise provided in the Declaration. The Units may be leased in the Unit Owners' sole discretion. The Association and Condominium documents do not required that Units be leased.

IX

ESTIMATED OPERATING BUDGET

Estimated operating budget for the Condominium and the Condominium Association and a schedule of Unit Owner expenses are attached as Exhibit "3" to this Prospectus.

There is excluded from this estimated budget expenses that are personal to Unit Owners, which are not uniformly incurred by all Unit Owners or which are not provided for or contemplated by the condominium documents, including, but not limited to the cost of private telephone; maintenance of the interior of the Units, which is not the obligation of the Association; electric bills billed directly to each Unit Owner for electric services to his Unit; insurance premiums other than those incurred for policies obtained by the Condominium; real estate taxes on the Unit; and similar personal expenses of the Unit Owner.

The Developer shall be excused from payment of its share of the Common Expenses as to the Units and Limited Common Elements owned by the Developer during the "Guaranty Period," which is the period commencing upon the recording of this Declaration until two (2) years after initial recording of this Declaration. During the period of time when the Developer is excused from paying its share of the Common Expenses, the Developer shall be obligated to pay the difference between the Association's Common Expenses and the sums collected for Common Expenses from Unit Owners other than the Developer. For purposes of this Section, income to the Association other than Assessments (as defined herein and in the Act) shall not be taken into account when determining the deficits to be funded by the Developer. After the Guaranty Expiration Date and prior to turnover of the Association to the Unit Owners, the Developer shall have the option of extending the guaranty for up to two (2) consecutive one- (1-) year periods by written agreement with a majority of non-Developer Unit Owners on the same terms or paying the share of Common Expenses and Assessments attributable to Units and Limited Common Elements it is then offering for sale. No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used for the payment of Common Expenses prior to the Guaranty Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing. Notwithstanding anything to the contrary contained herein, after the Guaranty Period, capital contributions or start-up funds collected from Unit purchasers at closing may be used to reimburse Developer for start-up expenses of the Association, or otherwise as the Association shall determine from time to time and need not be restricted or accumulated. The Developer shall guarantee to all purchasers that the amount of the assessments for common expenses, not including reserves imposed upon unit owners will not exceed \$2,050.00 per unit per year for Units without a Boat Slip and \$2,374.00 per unit per year for Units with a Boar Slip, during the Guaranty Period.

Prior to turnover of control of the Association to the Unit Owners, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial declaration is recorded, with the vote taken each fiscal year and such vote to be effective for only one annual budget, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association.

Pursuant to Section 718.112 Florida Statutes, Developer shall hold a meeting of the Association before the first Unit is sold and reserves for the year in which closing occurs will be waived by Association action.

X

APPORTIONMENT OF COMMON EXPENSES
AND OWNERSHIP OF COMMON ELEMENTS

When there is a purchase of a condominium Unit at Holiday Cove RV Resort, the Unit purchaser becomes vested in a fee simple interest in and to the subject Unit. The ownership of each Unit shall include undivided shares in the Common Elements which are appurtenant to each Unit and the proportions and manner of sharing Common Expenses and owning Common Surplus shall be apportioned equally among the Unit Owners. Each Unit's share of Common Expenses and Common Surplus shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units within the Condominium.

XI

HOLIDAY COVE RV RESORT
CONDOMINIUM ASSOCIATION, INC.

Holiday Cove RV Resort Condominium Association, Inc. shall manage the affairs of Holiday Cove RV Resort. Membership in the Association is established by acquiring ownership of a Unit in Holiday Cove RV Resort. No share, certificate or other evidence of membership shall be issued. Upon acquiring such title and notice thereof to the Association, the Unit Owner is listed on the membership rolls of the Association. Membership cannot be assigned, hypothecated or transferred in any manner except in connection with the transfer of a Unit. The affairs of the Association shall be managed by a Board of Directors. The first Board of Directors shall consist of three (3) Directors, and thereafter, the membership of the Board shall consist of not less than three (3) nor more than five (5) Directors.

Each Unit Owner will have one vote for each Unit owned by him. Notwithstanding the foregoing however, the Developer has the right to designate the membership of the initial Board of Directors.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

Pursuant to Section 4.16 of the Bylaws of the Association, attached as Exhibit "D" to the Declaration, the Developer has reserved control of the Board of Directors and thus control of the Association.

XII

RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS

The Common Expenses are the obligation of the Unit Owners and are to be paid by quarterly assessments billed to each owner. Each Purchaser is responsible and liable for paying

that percentage of the Common Expenses equal to his percentage interest in the Condominium. Each Unit Owner has an equal percentage interest in the Condominium. Assessments are made by the Board of Directors, and payment thereof is secured by a lien imposed by the condominium documents and the statutes of the State of Florida. The lien is subject to foreclosure in the same manner as a mortgage, and in such event, the Unit Owner is liable for costs, including reasonable attorneys fees, incurred by the Association in connection therewith. The Board of Directors has the right to foreclose the Association's lien against a Unit in the event of a default in any installment, or to accelerate the remaining balance of the unpaid annual assessment, and to file its lien and foreclosure for the full amount thereof.

XIII

ESTIMATED CLOSING EXPENSES

Pursuant to the Purchase Agreement, a copy of which is attached as Exhibit "4" to the Prospectus, title will be conveyed by a Special Warranty Deed, subject to the encumbrances therein detailed. Developer shall pay the closing costs which include, without limitations, recording fees, document preparation fees, title insurance fees, search fees and documentary stamp tax. Developer shall provide for the title insurance. The Purchasers of each Unit shall pay the following closing expenses: a) all utility deposits required by any utility company for service to the Unit; b) all costs and fees payable in connection with any mortgage that Purchaser may obtain on the Unit; c) the Purchaser's prorated share of the Assessment for the Unit for the remainder of the applicable payment period (be it monthly, quarterly, or annually); d) a one-time contribution to the Association equal to three (3) months of assessments; e) prorated real estate taxes for the year of the closing; and f) a closing fee of 3.5% of the base purchase price.

XIV

DEVELOPER

The Developer of HOLIDAY COVE RV RESORT is Holiday Cove RV Resort, LLC, a Florida Limited Liability Company. Holiday Cove RV Resort, LLC, was formed on September 10, 2007 for the sole purpose of developing Holiday Cove RV Resort. The Developer's President is David Gorin. Mr. Gorin is President of David Gorin & Associates which is a national consulting practice exclusively serving the recreational vehicle park and campground industry. The firm was founded in 2002 by Mr. Gorin following his fifteen years as President and CEO of the National Association of RV Parks & Campgrounds. In 2003 he established the Best Parks in America, a national marketing group for independent recreational vehicle parks and campgrounds and serves as President of that company. David Gorin & Associates has served more than 100 clients in the areas of park operations, feasibility studies, development analysis, property and business valuations and re-development planning. Since early 2005, the firm has served 21 clients with interest in new recreational vehicle park condominium development and conversion of existing recreational vehicle parks to condominium ownership. In October 2007, Mr. Gorin created and executed the first RV Park & Campground Industry

Investment Conference that brought together developers, investors, buyers, real estate brokers and lenders to share information and establish business relationships. Mr. Gorin also authors monthly columns for Woodall's Campground Management and The Resort Trades publications. Further, he was founder of the National School of RV Park & Campground Management and has served as a member of the Board of Regents of the school and on its faculty since its inception in 1994. He regularly teaches courses in campground re-engineering, financial management, revenue management, tax planning and industry trends and developments. Mr. Gorin has a Bachelor's Degree in Public Administration from the City College of New York, a Master's Degree in Education also from City College and a Masters of Business Administration in Finance from American University.

The Developer owns the land upon which the Condominium will be created, having acquired fee simple by Warranty Deed recorded in Official Records Book 2227, Page 5003 of the Public Records of Manatee County, Florida.

XV

LEASING OF UNITS BY DEVELOPER

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

The Developer intends to sell all of the Units and does not presently propose a program of leasing units. However, the Developer reserves the right to lease individual units at its discretion in the event leasing becomes an appropriate alternative to the sale of individual units. In the event a unit has been previously occupied, the Condominium Purchase Agreement will contain a statement disclosing the prior occupancy.

XVI

MANAGEMENT

THERE IS NOT A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY.

The Developer intends to manage the Condominium. There is not a contract for the management of the Condominium Property at this time. The provisions of the Declaration of Condominium, Articles of Incorporation and Bylaws provide the authority for the Board of Directors of the Association to make necessary arrangements for management of the Association and maintenance and operation of the condominium property.

XVII

CONVERSION OF EXISTING IMPROVEMENTS

This Condominium is being created by the conversion of existing improvements. Disclosure of the condition of the improvements and the estimated replacement costs of the

improvements is detailed in the Architect's Certificate executed by Brooks R. Swanson, who is an architect authorized to practice in the State of Florida, attached to this Prospectus. There are no express warranties given by the Developer regarding the improvements except as otherwise stated in this Prospectus and its exhibits.

Refer to the Architect's Certificate attached as Exhibit "12" to this Prospectus.

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XVIII

SCHEDULE OF EXHIBITS

EXHIBITS:

1. Declaration of Condominium
 - A. Legal Description for the Condominium
 - B. Survey / Graphic Description and Plot Plan
 - C. Articles of Incorporation of the Condominium Association
 - D. Bylaws of the Condominium Association
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