

EXHIBIT "18"

ESCROW AGREEMENT FOR SUBSEQUENT SUBSCRIPTION DEPOSITS

This Escrow Agreement, made and entered into this 6th day of December 2001, by and between SUNSET VILLAGE, INC., a Florida corporation not-for-profit, organized under Chapter 723, Florida Statutes (hereinafter referred to as "Converter") and SCOTT E. GORDON, ESQUIRE of Abel, Band, Russell, Collier, Pitchford & Gordon (hereinafter referred to as "Escrow Agent").

RECITALS

A. The Converter is the representative of the tenants of SUNSET PALMS (hereinafter referred to as "SUNSET") and has acquired title to the real property on which such mobile home park is located and is converting the same to a residential cooperative located in Pinellas County, Florida, to be known as SUNSET PALMS, a Residential Cooperative.

B. The Escrow Agent is SCOTT E. GORDON, ESQUIRE.

C. The Converter is the owner of the Park and is soliciting subscriptions from among the tenants in the Park for the purchase of Membership Certificates in the Converter and for the ninety-nine (99) year lease of the individual unit subject to such Subscription Agreement, all pursuant to a certain Master Form Proprietary Lease to be recorded upon the conversion of SUNSET, and the Escrow Agent has agreed to hold such deposits.

D. The Converter wants to establish an escrow account to hold payments received pursuant to such subscription agreements in an Escrow Account with the Escrow Agent.

E. The parties desire to set forth in writing the terms and conditions of the Escrow and Subscription Agreements.

AGREEMENT:

1. An Escrow Account is hereby established with the Escrow Agent whereby the Escrow Agent shall hold deposits pursuant to certain Subscription Agreements, a form copy of which is attached hereto.

2. The Earnest Money Deposit Account shall be maintained at SouthTrust Bank in Venice, Florida and the Additional Payment Purchase Account shall be maintained at SouthTrust Bank in Venice, Florida.

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3. The funds deposited in the Escrow Account shall be released from the provisions of the Escrow Agreement as follows:

a. Should the conditions set forth in the Subscription Agreement be met so that the Converter is in position to transfer the share to the purchaser as set forth in the Subscription Agreement, then all of the funds in the Escrow Agreement shall be paid over to the Converter at or before the closing of the purchase of SUNSET.

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.

4. 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.

5. If any dispute between the Converter and a third party arise, 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.

The parties hereto have hereunto set their hands and seals the day and year first above written.

SUNSET VILLAGE, INC.
a Florida not-for-profit corporation

By: _____

Kenneth M. Wason
"Converter"

SCOTT E. GORDON
"Escrow Agent"

OFFICIAL IDENTIFICATION NUMBER AND APPROVAL DATE

FOR

SUNSET PALMS, A RESIDENTIAL COOPERATIVE

This Prospectus was prepared according to the provision of Chapter 719, Florida Statutes, the "Florida Cooperative Act", and applies to all Unit Owners within the Park.

It has been reviewed by the Division of Florida Land Sales, Condominiums and Mobile Homes, Department of Business and Professional Regulation, State of Florida:

The date that the Prospectus was found adequate is: April 25, 2002

The Official Identification Number issued by the Division is: PR2398

The latest revision is: April 24, 2007

The Unit Number to which it applies: _____

This Prospectus was delivered to: _____

This Prospectus was delivered on this date: _____