

MINUTES
SUN CITY CENTER COMMUNITY ASSOCIATION, INC.
SPECIAL BOARD OF DIRECTORS MEETING
Wednesday, August 15, 2012 – 4:00 p.m.
Caper Room

DIRECTORS PRESENT

Ed Barnes, President

Chuck Collett, Vice President

David Floyd, Corp. Secretary

Al Alderman

Howie Griffin

Martin Hurwitz

Jane Keegan

Ann Marie Leblanc

Sam Sudman

OTHERS PRESENT

Neil Rothfeld, Treasurer

Lyn Reitz, Community Manager

Carol Donner, Recording Secretary

40 members

I. CALL TO ORDER

President Barnes called the meeting to order at 4:00 p.m. All present joined him in the Pledge of Allegiance. A quorum was established with nine Board Members present.

II. NEW BUSINESS

1. To approve Sixth Amendment to the Agreement of January 26, 1984.

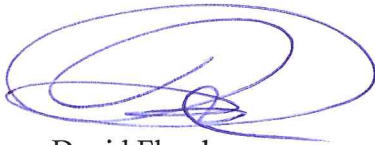
Vice President Collett **MOVED** that the proposed Sixth Amendment to the Agreement of January 26, 1984 (attached) be approved by the Board of Directors. **SECOND:** Director Sudman. **VOTE:** Unanimous in favor by voice vote. Motion carried.

2. To approve Board Resolution concerning future maintenance of medians on Pebble Beach Boulevard.

Secretary Floyd **MOVED** that the Resolution clarifying additional issues regarding Minto Communities, LLC and the Sun City Center Community Association, Inc. regarding maintenance of Pebble Beach Boulevard (attached) be approved by the Board of Directors. **SECOND:** Director Sudman. **VOTE:** Unanimous in favor by voice vote. Motion carried.

III. ADJOURNMENT

There being no further business, the meeting was adjourned by unanimous consent at 4:40 p.m.



David Floyd
Corporate Secretary
DF:cd

SIXTH AMENDMENT TO AGREEMENT

This Sixth Amendment to Agreement (the “**Sixth Amendment**”) is made as of August __, 2012, by and between **SUN CITY CENTER COMMUNITY ASSOCIATION, INC.**, a Florida not for profit corporation , formerly known as the Sun City Center Civic Association, Inc. (hereinafter sometimes called “C/A”), **MINTO COMMUNITIES, LLC**, a Florida limited liability company, as successor in interest to **SUNMARK COMMUNITIES CORP.**, a Florida corporation formerly known as W.G. Development Corp. (sometimes herein called “Minto”) and **CLUBLINK US CORPORATION**, a Delaware corporation (sometimes herein called “Clublink”).

WITNESSETH:

WHEREAS, C/A and Sunmark entered into a certain Agreement with Exhibits A through K (the “C/A Agreement”) effective as of January 26, 1984 and recorded in O.R. Book 4930, Page 945, Public Records of Hillsborough County, Florida; and

WHEREAS, the C/A Agreement has been amended by and between the parties on multiple occasions, including that certain Agreement of Clarification dated as of December 11, 1987 and recorded in O.R. Book 5291, Page 930, Public Records of Hillsborough County, Florida;; and

WHEREAS, ClubLink is the current owner of certain golf courses as described in the C/A Agreement; and

WHEREAS, C/A is a party with ClubLink US Corporation, a Delaware corporation (“ClubLink”) to that certain Land Contribution Agreement dated June 14, 2012 (the “ClubLink Agreement”) with respect to the conveyance by ClubLink to C/A of certain real property located in Hillsborough County, Florida more particularly described therein; and

WHEREAS, pursuant to the ClubLink Agreement, a covenant of C/A following closing of the ClubLink Agreement is to amend the C/A Agreement as provided for herein; and

WHEREAS, the C/A Agreement encumbers each Unit in the C/A with the C/A Covenants, including a requirement to pay assessments for C/A maintenance and operations costs; and

WHEREAS, Minto and its predecessors have funded the costs to date for enhanced landscape maintenance, irrigation and street lighting in the Pebble Beach Boulevard right-of-way (“PBB”); and

WHEREAS, the C/A acknowledges the need to develop a plan for the maintenance of PBB once Minto no longer provides maintenance on PBB; and

WHEREAS, since the Master Declaration envisioned by the C/A Agreement has not been created to implement the Recreation Improvement Capital Contribution program described in Articles XI and XII of the C/A Agreement, Minto and the C/A agree to clarify what capital transfer fees apply to Minto's sale of Units.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, C/A and Minto agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. All capitalized terms used in this Sixth Amendment not defined herein shall have the meanings given to such terms in the C/A Agreement.

3. Articles XVI, XVIII, and XIX of the C/A Agreement and Exhibit "H" of the C/A Agreement are hereby deleted in their entirety and of no further force or effect. The C/A further clarifies the references in the C/A Agreement to the North Course and the South Course. Specifically, the North Course shall refer to the North Lakes Golf Course and the South Course shall refer to the Sandpiper Golf and Country Club, both of which are owned by ClubLink.

4. Article VII of the C/A Agreement is hereby amended to add the following subparagraph:

(4) The C/A has no obligation under the current documents to maintain public rights-of-way or any other property not owned by the C/A. Since the C/A agrees that the Developer has no obligation to maintain any public rights-of-way in the community, the C/A agrees to take such actions as it deems necessary for the C/A membership to vote on changing the C/A's Articles of Incorporation and Bylaws on or before January 1, 2015.

(5) If the C/A membership does not approve changes in the Articles of Incorporation and Bylaws to allow maintenance of property not owned by the C/A and an increase in dues to fund the maintenance of PBB, the C/A agrees to work with Minto to transition the maintenance of PBB to Hillsborough County.

5. Notwithstanding anything to the contrary in the C/A Agreement, the only RICC or other capital transfer fees applicable to a conveyance by Minto to a third party purchaser are as follows:

<u>Closings After May 31, 2012</u>	<u>Capital Transfer Fee</u>
For the first 582 Units	\$23.82 per Unit
For any closings above 582 Units	\$1,523.82 per Unit.

6. Minto and C/A agree to work together toward a future amendment of the C/A Agreement to create separate agreements with the owner of the Golf Courses and with the Developer.

7. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. A facsimile or electronic copy of this Amendment and any signatures hereon shall be considered for all purposes as an original.

8. Except as amended hereby, the terms and conditions of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.

[Signatures begin on the following page]

The parties hereto have executed this Amendment as of the date set forth above.

WITNESSES:

SUN CITY CENTER COMMUNITY ASSOCIATION, INC.

Print Name: _____

By: _____
Edmund L. Barnes, President

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Edmund L. Barnes, as President of **SUN CITY CENTER COMMUNITY ASSOCIATION, INC.**, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

CLUBLINK US CORPORATION, a
Delaware corporation

Print Name: _____

By: _____
Robert Visentin, President

Print Name: _____

PROVIDENCE OF ONTARIO

YORK REGION

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,
by _____, as _____ of CLUBLINK US CORPORATION, a
Delaware corporation, on behalf of the corporation, who is personally known to me or has produced
_____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

MINTO COMMUNITIES, LLC, a Florida
limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by _____, as _____ of **MINTO COMMUNITIES, LLC**, a
Florida limited liability company, on behalf of the company, who is personally known to me or has
produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

**RESOLUTION REGARDING
SIXTH AMENDMENT TO 1984 AGREEMENT**

Whereas, Sun City Center Community Association, Inc. (formerly known as Sun City Center Civic Association) (hereinafter referred to as the "Association"), has entered into formal agreements (hereinafter collectively referred to as "the 1984 Agreement"), with W.G. Development Corporation ("W.G.") the developer of Sun City Center, Florida; and

Whereas, Minto Communities, LLC ("Minto") is the successor to W.G. as the developer of the remaining residential properties in Sun City Center; and

Whereas, the Association has asked Minto to execute a proposed Sixth Amendment to the 1984 Agreement dealing with golf properties and operations in Sun City Center; and

Whereas, Minto, in conjunction with executing the Sixth Amendment, has requested clarification of certain issues related to the 1984 Agreement; and

Whereas, one issue is the enhanced maintenance of Pebble Beach Boulevard, a public right-of-way, on which enhanced maintenance to date has been performed by Minto and its predecessors; and

Whereas, a second issue is the amount of a capital transfer fee payable by Minto to the Association upon Minto's conveyance of a Unit to a third party purchaser as envisioned by the 1984 Agreement and the letter agreement dated June 30, 2003 executed by WCI and the Association.

NOW, THEREFORE, after due consideration and deliberation, the Board of Directors of the Association adopted the following resolution at a duly convened meeting thereof on _____, 2012:

BE IT RESOLVED, that the Association will execute the Sixth Amendment to the 1984 Agreement in the form attached hereto as Exhibit "A".

BE IT RESOLVED, that the Board will take the following actions on the following schedule to secure a vote by the Association to change the Association's Articles of Incorporation and Bylaws to permit funding of the maintenance costs for PBB, as defined in the Sixth Amendment:

Activity	Completion Deadline
1. Establish Task Force	October 1, 2012
2. Task Force Report on funding alternatives	March 1, 2013
3. Community Outreach to inform, discuss alternatives	October 1, 2013
4. Task Force recommendations to Board/Board Action	November 1, 2013
5. Association membership referendum on any required amendments to Articles or ByLaws, and other action items requiring Association membership approval	December 1, 2013
6. If Association membership approves the amendment of the Articles of Incorporation and Bylaws, an Association membership vote will be taken to consider increasing the Association's dues to fund maintenance costs for PBB as follows: 1/3 of total PBB costs in 2015 2/3 of total PBB costs in 2016 Total PBB costs in 2017	June 1, 2014
7. If the Association does not approve amending the Articles of Incorporation or the By Laws or the use of dues for maintenance of PBB the Association agrees to work with Minto to transition maintenance of PBB to Hillsborough County.	October 1, 2014

BE IT RESOLVED, that the Association agrees to indemnify, defend and hold Minto harmless from and against any claims by the Association and its members related to implementing the Sixth Amendment.

Executed this _____ day of _____, 2012.

Sun City Center Community Association, Inc.

David Floyd
Secretary

Edmund L. Barnes
President