

MINUTES
SUN CITY CENTER COMMUNITY ASSOCIATION, INC.
SPECIAL BOARD OF DIRECTORS MEETING
Thursday, March 27, 2014 – 5:00 p.m.
Board Room

DIRECTORS PRESENT

Jane Keegan, President
David Floyd, Corp. Secretary
Neil Rothfeld, Treasurer

Al Alderman
Chuck Collett
Howie Griffin

Helen Lewis
Mike Killian

DIRECTORS ABSENT

Sam Sudman, Vice President

OTHERS PRESENT

Lyn Reitz, Community Manager
Carol Donner, Recording Secretary
7 members

I. CALL TO ORDER

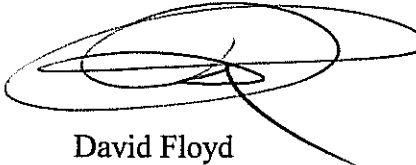
President Keegan called the Special Meeting to order at 5:00 p.m. A quorum was established with eight Board Members present.

II. NEW BUSINESS

1. Approval of Preservation of Covenants, Conditions, Restrictions and Easements for Sun City Center. Corporate Secretary David Floyd **MOVED** that the Board approve preserving the Declaration of Covenants, Conditions, Restrictions and Easements for Sun City Center Civic Association, Inc., N/K/A Sun City Center Community Association, Inc., as recorded in Official Records Book 4294 at Page 882 of the Public Records of Hillsborough County, Florida and all amendments and supplements thereto. **SECOND:** Director Collett. **VOTE:** Unanimous in favor by voice vote. Motion carried. *(Copy of recorded document attached).*

III. ADJOURNMENT

Director Alderman **MOVED** the meeting be adjourned. **SECOND:** Secretary Floyd.
VOTE: Unanimous in favor by voice vote. The meeting was adjourned at 5:10 p.m.



David Floyd
Corporate Secretary
DF:cd
Attachment

Prepared by and Return to:
Steven H. Mezer
P.O. Box 3913
Tampa, Florida 33601-3913

INSTRUMENT#: 2014102504, O BK 22487
PG 1652-1674 03/28/2014 at 09:12:13 AM,
DEPUTY CLERK: BLOGGANS Pat Frank, Clerk
of the Circuit Court Hillsborough County

**NOTICE OF PRESERVATION OF THE
DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS
FOR
SUN CITY CENTER CIVIC ASSOCIATION, INC.
N/K/A SUN CITY CENTER COMMUNITY ASSOCIATION, INC.**

Pursuant to Chapter 712, *Florida Statutes*, The Marketable Record Title Act ("MRTA"), the undersigned does record this Notice of Preservation of Covenants, Conditions and Restrictions ("Notice") to preserve and protect the declaration of covenants, conditions, and restrictions identified herein from extinguishment by operation of MRTA.

1. This Notice is filed by the Sun City Center Community Association, Inc. (which the Sun City Center Civic Association, Inc. was consolidated into on October 28, 1986 pursuant to Florida Department of State, Division of Corporations document number 703532 and that certain Notice of Statutory Consolidation recorded on November 10, 1986 in Official Records Book 4959 at Page 1410, Public Records of Hillsborough County, Florida), a Florida not for profit corporation (the "Association"), charged with the enforcement of the rights, obligations and duties set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Sun City Center Civic Association, Inc., as recorded in Official Records Book 4294 at Page 882 *et seq.* of the Public Records of Hillsborough County, Florida, with a post office address of: 1009 N. Pebble Beach Blvd., Sun City Center, Florida 33573.

3. A full and complete description of the lands affected by this Notice is attached hereto as **Exhibit A**.

4. The required affidavit pursuant to Fla. Stat. §712.06(1)(b) of a member of the Board of Directors of the Association (the "Board") affirming that the Board did provide the required notice to the members of the Association as required under the provisions of MRTA is attached hereto as **Exhibit B**.

5. This Notice preserves the Declaration of Covenants, Conditions, Restrictions and Easements for Sun City Center Civic Association, Inc., as recorded in Official Records Book 4294 at Page 882 *et seq.* of the Public Records of Hillsborough County, Florida, attached hereto as composite **Exhibit C**. This preservation action shall include and extend to all amendments of said Declaration.

6. The effective date of the root of title for the first title transaction for the Declaration of Covenants, Conditions, Restrictions and Easements for Sun City Center Civic Association, Inc., as recorded in Official Records Book 4294 at Page 882 *et seq.* of the Public Records of Hillsborough County, Florida, is March 30, 1984, as evidenced by the title transaction recorded on March 30, 1984

in Official Records Book 4305 at Pages 418-419 of the Public Records of Hillsborough County, Florida.

This Notice of Preservation of the Declaration of Covenants, Conditions, Restrictions and Easements for Sun City Center Civic Association, Inc. n/k/a Sun City Center Community Association, Inc. is executed this 27th day of March 2014 by the undersigned.

Witnesseth:

Sun City Center Community Association, Inc. f/k/a the Sun City Center Community Association, Inc.

Albert D Alderman Jr
Print: ALBERT D ALDERMAN JR

By: Jane Keegan
Jane Keegan
Its President

Heleen A Lewis
Print: HELEN A LEWIS

Attest: David Floyd
David Floyd
Its Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27 day of March, 2014, by Jane Keegan, President, and David Floyd, Secretary, of Sun City Center Community Association, Inc. f/k/a the Sun City Center Community Association, Inc., who are personally known to me or produced a _____, as identification, who executed the foregoing instrument and acknowledge the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 27 day of March, 2014.

(Notary Seal)



Carol R. Donner
Notary Signature
CAROL R. DONNER
(Type, Stamp or Print Name)
NOTARY PUBLIC
State of Florida at Large
My commission expires:

SUNMARK COMMUNITIES CORP.
LOT INVENTORY REPORT

3/14/84

SUN CITY UNIT 30 **THIS IS NOT A** SUN CITY CENTER PLAT BOOK 42, PAGE 92, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

BLOCK W LOT 8

CERTIFIED COPY

SUN CITY CENTER UNIT 35 PLAT BOOK 45, PAGE 90-2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

BLOCK A LOT 1

O

D

- 2
- 1
- 2
- 8
- 10
- 12
- 13
- 14
- 15
- 16
- 17
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 31
- 32
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 13
- 23
- 26
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39



SUN CITY CENTER UNIT 35

PLAT BOOK 45, PAGE 90-2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

BLOCK D

LOT
40
41
42
43
44
45
46
47
48
49
5
6
7
8
9
11
12
13
14
15
16
17

THIS IS NOT A
CERTIFIED COPY

SUN LAKES SUBDIVISION

PLAT BOOK 52, PAGE 17-1, 2, 3, 4, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

BLOCK 3

LOT
2
6

CALOOSA SUBDIVISION

PLAT BOOK 51, PAGE 41-2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

BLOCK

LOT
1
2
2
5
2
3
4
5
6

CALOOSA COUNTRY CLUB ESTATES UNIT I

PLAT BOOK 58, PAGE 71-1, 2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK 1
LOI 1

THIS IS NOT A
CERTIFIED COPY

CALOOSA COUNTRY CLUB ESTATES UNIT II

PLAT BOOK 55, PAGE 52-1, 2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK 1
LOI 1

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13

2

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11

CYPRESSVIEW, PHASE I, UNIT I

PLAT BOOK 54, PAGE 25-1, 2, 3, 4, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK 1
LOI 18
21
22
23
27
28
29
30

CYPRESSVIEW PHASE I, UNIT 1

PLAT BOOK 54, PAGE 25-1, 2, 3, 4, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK

LOT

- 1 31
- 32
- 33
- 34
- 35
- 36
- 2 17
- 19
- 20

THIS IS NOT A CERTIFIED COPY

SUN. CITY CENTER UNIT. 34-A

PLAT BOOK 48, PAGE 20, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK

LOT

- 1 18
- 19
- 20
- 21
- 22
- 23
- 25
- 26
- 27
- 29
- 31
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 2 1
- 3 5
- 6
- 7
- 10
- 11
- 4 1
- 18
- 19
- 20
- 21
- 22
- 23
- 24

SUN CITY CENTER UNIT 44A

PLAT BOOK 48, PAGE 37-1, 2, 3, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK 1 LOT 34

SUN CITY CENTER UNIT 46

PLAT BOOK 53, PAGE 69-1, 2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

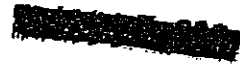
BLOCK 2 LOT 1

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 14
- 17
- 19
- 20
- 22
- 23
- 24
- 25
- 26
- 27
- 28

THIS IS NOT A CERTIFIED COPY

3/14/84

THIS IS NOT A



CERTIFIED COPY

SUBDIVISION NAME

PLAT
BOOK PAGE

PUBLIC RECORDS OF HILLESBOROUGH COUNTY, FLORIDA

SUBDIVISION NAME	PLAT BOOK	PAGE
Sun City Center, Unit 31A	45	78
Sun City Center, Unit 32	45	86
Sun City Center, Unit 34A	48	20
Sun City Center, Unit 35	45	90
Sun City Center, Unit 44A	48	37
Sun City Center, Unit 44B	48	38
Sun City Center, Unit 45	48	85
Sun City Center, Unit 45 1st Addition	51	27
Sun City Center, Unit 46	53	69
Sun City, Unit 1	37	89
Sun City, Unit 1A	39	87
Sun City, Unit 2	38	18
Sun City, Unit 3	38	33
Sun City, Unit 4	38	32
Sun City, Unit 5	38	31
Sun City, Unit 5A	40	37
Sun City, Unit 6	38	78
Sun City, Unit 7	38	100
Sun City, Unit 7 Repl.	39	79
Sun City, Unit 8	39	1
Sun City, Unit 9	39	33
Sun City, Unit 9 Repl.	39	51
Sun City, Unit 9A	40	33
Sun City, Unit 10	39	55
Sun City, Unit 11	39	59
Sun City, Unit 12	39	88
Sun City, Unit 13	40	32
Sun City, Unit 14	40	39
Sun City, Unit 15	40	31
Sun City, Unit 16	40	92
Sun City, Unit 17	41	4
Sun City, Unit 18	40	93
Sun City, Unit 18A	42	8
Sun City, Unit 19	40	73
Sun City, Unit 20	41	49
Sun City, Unit 21	41	46
Sun City, Unit 22	41	52
Sun City, Unit 24	41	100
Sun City, Unit 24A	42	41
Sun City, Unit 24A Rev.	42	84
Sun City, Unit 25	42	15
Sun City, Unit 26	42	3
Sun City, Unit 27	42	25
Sun City, Unit 28	42	27
Sun City, Unit 29	42	33
Sun City, Unit 30	42	92
Sun City, Unit 30A	43	16

THIS IS NOT A

~~PLAT~~

SUBDIVISION NAME

BOOK PAGE

PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

<u>SUBDIVISION NAME</u>	<u>BOOK</u>	<u>PAGE</u>
Sun City, Unit 31	42	80
Sun Lakes	52	17
Sun Lakes-Addition	53	70
Caloosa	51	41
Caloosa Country Club Estates, Unit 1	59	71
Caloosa Country Club Estates, Unit 2	55	52
Club Manor, Unit 3B	47	37
Cypress View, Phase 1, Unit 1	54	25
Gantree	47	83

CONDOMINIUM NAME

Huxley Place	1	47
Reading Place	1	44
Rutgers Place	1	59
St. George	1	60
West Wood Greens	1	54
Brockton Place Revised	1	83-1
Radford Place	OR3097	378

EXHIBIT B
AFFIDAVIT OF BOARD OF DIRECTORS


BEFORE ME the undersigned authority personally appeared and the undersigned, who after being duly sworn, deposes and says:


That I am a member, as well as the President, of the Board of Directors (the "Board") for the Sun City Center Community Association, Inc. (which the Sun City Center Civic Association, Inc. was consolidated into on October 28, 1986 pursuant to Florida Department of State, Division of Corporations document number 703532 and that certain Notice of Statutory Consolidation recorded on November 10, 1986 in Official Records Book 4959 at Page 1410, Public Records of Hillsborough County, Florida), a Florida not for profit corporation (the "Association"), and that the Board did cause a statement of marketable title action in substantially the form required by §712.06(1)(b), *Florida Statutes*, to be mailed or hand delivered in accordance with §712.05(1), *Florida Statutes*, to the members of the Association in connection with that certain Notice of Preservation of Covenants, Conditions and Restrictions ("Notice") affecting the lands described in Exhibit A of said Notice.

I further attest that at a meeting of the Board of Directors held in accordance with the requirements of Chapter 712, *Florida Statutes*, that at least two-thirds of the members of the Board approved preserving and protecting the Declaration of Covenants, Conditions, Restrictions and Easements for Sun City Center Civic Association, Inc., as recorded in Official Records Book 4294 at Page 882 et seq. of the Public Records of Hillsborough County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, *Florida Statutes*.

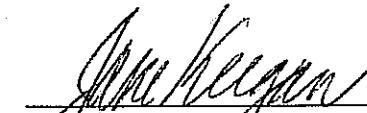
This affidavit is given in fulfillment of the requirements of §712.06(1)(b), *Florida Statutes*, and in furtherance of preserving and protecting the Declaration of Covenants, Conditions, Restrictions and Easements for Sun City Center Civic Association, Inc., as recorded in Official Records Book 4294 at Page 882 et seq. of the Public Records of Hillsborough County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, *Florida Statutes*.

WITNESSES:


(Print Name: Helen A. Lewis)


(Print Name: ALBERT VALDEOMAN Sr)

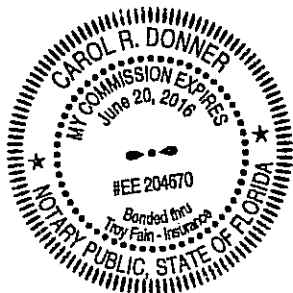
AFFIANT:

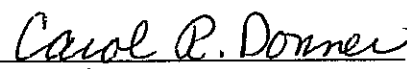

Jane Keegan,
President of the Sun City Center
Community Association, Inc. f/k/a
the Sun City Center Community
Association, Inc.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27 day of March, 2014, by Jane Keegan, President of Sun City Center Community Association, Inc. f/k/a the Sun City Center Community Association, Inc. who is personally known to me or produced a _____ as identification.

(NOTARY SEAL)




Notary Signature
CAROL R. DONNER
(Type, Stamp or Print Name)
NOTARY PUBLIC
State of Florida at Large
My commission expires:

THIS IS NOT A
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

CODES TIME 03 57P
211 0006 1640
RECORDED 007275 C
CK 53.00

FOR
SUN CITY CENTER CIVIC ASSOCIATION, INC.

CERTIFIED COPY

This document is the DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS made this 14th day of March
1984, by SUNMARK COMMUNITIES CORP., formerly known as W-G
Development Corp., hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property
described in Article I of this Declaration ("Property"); and

WHEREAS, Declarant is desirous of subjecting said Property
to the conditions, covenants and restrictions hereinafter set
forth, each and all of which is and are for the benefit of said
Property and each owner thereof and shall inure to the benefit
of and pass with said Property, and each and every parcel
thereof.

NOW, THEREFORE, Declarant hereby declares that the Prop-
erty described in and referred to in Article I is, and shall
be, held, transferred, sold, conveyed and occupied subject to
the conditions, covenants and restrictions (sometimes herein-
after collectively referred to as "Covenants") hereinafter set
forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property more particularly described in Exhibit
"A" attached hereto and incorporated herein by reference, shall
be, held, transferred, sold, conveyed and occupied subject to
this Declaration.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

2.1 Articles of Incorporation. The Articles of Incorporation of the Association.

2.2 Assessment. Association maintenance and operations charges or fees, as well as any other fees, user fees, dues or requirement to pay money imposed by the Association on its Members or the Owners, pursuant to the Articles of Incorporation or By-Laws.

2.3 Association. Sun City Center Civic Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

2.4 Board. The Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provision of the Association's Articles of Incorporation and By-Laws.

2.5 By-Laws. From time to time adopted by the Association pursuant to its Articles of Incorporation.

2.6 Dwelling Unit. A fully completed residential housing unit consisting of a group of rooms which is designed or intended for use as living quarters for one Family, as hereinafter defined, located upon the Property or upon such other real estate as may be added to the Property. A fully completed residential housing unit shall be deemed to be one for which a Certificate of Occupancy, or other comparable certificate, has been issued by the appropriate governmental authority(ies).

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33604

INT TAX
SURTAX
DOC STP
REG FEE 52.00
ACG NUM
TOT DUE 52.00
REC CLK L.C.

EXHIBIT
C
tabbler

[REDACTED]

THIS IS NOT A
CERTIFIED COPY

For the purposes of determining membership in the Association, each Dwelling Unit shall be considered as a separate and individual unit. If two or more Dwelling Units are owned by the same Owner, or combined and occupied by a Family, each Dwelling Unit shall nevertheless be considered a separate Dwelling Unit under this Declaration.

2.7 Family. One or more persons each related to the other by blood, marriage or law, and including foster children, together with such relatives, respective spouses who are living together in a single Dwelling Unit and maintaining a common household; or up to and including three persons not so related, provided that such unrelated persons maintain a common household in a single Dwelling Unit. A "Family" includes any domestic servant and not more than one gratuitous guest residing with the Family; such servant and guest shall be included in the unrelated persons allowed by this definition, and shall not be in addition thereto.

2.8 Member. A Resident who holds membership in the Association pursuant to Paragraph 3.1 of this Declaration.

2.9 Omitted Unit. A subdivision lot, and any residential dwelling located thereon, or a condominium or cooperative unit in any of the subdivisions, condominiums or cooperatives described in Exhibit "B" attached hereto and made a part hereof, which is not included in the legal description attached hereto as Exhibit "A".

2.10 Owner. The record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit. The term "Owner" shall not include Declarant.

2.11 Property. The real estate legally described in Exhibit "A" attached hereto and such other real estate or interest thereon, or other property as may be added thereto pursuant to Article V hereof.

2.12 Resident. Permanent occupant of a Dwelling Unit.

2.13 Unit Membership. The membership(s) in the Association which is appurtenant to Dwelling Unit as provided herein.

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

3.1 Membership. Each Resident (not exceeding two Residents, unless otherwise provided by the Board) of a Dwelling Unit which is subject to assessment pursuant to Paragraph 4.1(a) of this Declaration, is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from a Dwelling Unit. Each Owner, by acceptance of a deed or other conveyance of the Dwelling Unit thereby, whether this Declaration or such mention is made a part of, incorporated by reference in, or expressed in such deed or conveyance, subjects his Dwelling Unit to all of the obligations, burdens and benefits of this Declaration and thereby subjects said Dwelling Unit and the Members connected with such Dwelling Unit to all rules, regulations and authorities of the Association, its Articles of Incorporation and By-Laws.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation for Assessments.

(a) Each Owner (excluding Declarant, its affiliates and the Association) by acceptance of a deed to a Dwelling

[REDACTED]

THIS IS NOT A
CERTIFICATE

Unit, whether or not it shall be so expressed in such deed or other conveyance for a Dwelling Unit, hereby covenants and agrees and shall be deemed to covenant and agree, personally and unconditionally, and if there is more than one owner of such Dwelling Unit, jointly and severally, to pay to the Association such Assessments as are levied by the Association. Such Assessments, together with interest thereon and the cost of collection, if any, as provided in the Articles of Incorporation and By-Laws shall be a charge and a continuing lien upon the Dwelling Unit against which such Assessment is made and upon the Unit Membership(s) appurtenant thereto. Each such Assessment, together with such interest and costs thereon, shall also be a personal obligation of the Owner who was the owner of such Dwelling Unit at the time when the same fell due.

4.2 Non-Payment of Assessments.

(a) Any Assessment or installment thereof which is not paid when due shall be delinquent. In the event of a delinquent installment of any Assessment, the Board may, upon ten (10) days' notice to the Owner, accelerate the maturity of all remaining installments due with respect to the then current budget year.

The Association shall have a lien for unpaid Assessments, together with interest thereon, against such Dwelling Unit and on all tangible personal property located within the Dwelling Unit, subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incidental to the collection of such Assessments, or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Owner of the Dwelling Unit and secured by such lien. The Association may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in its best interest. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid, all sums due as provided herein, covered by the lien enforced.

(b) Whenever a person acquires title to a Dwelling Unit through foreclosure of a first mortgage or deed in lieu of foreclosure of a first mortgage, he shall not be liable for the Assessments levied by the Association with respect to such Dwelling Unit or chargeable to the former owner of such Dwelling Unit; if (i) said Assessments became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure of a first mortgage, and (ii) such Assessments are not secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Said unpaid Assessments shall be deemed to be an expense of the Association collectible from Assessments levied by the Association. Notwithstanding the foregoing, such sale or transfer shall not relieve the Dwelling Unit and the acquirer, his successors and assigns, from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

THIS IS NOT A
CERTIFICATE

(c) Any person who acquires an interest in a Dwelling Unit except through foreclosure of a first mortgage, or acceptance of a deed in lieu of foreclosure of a first mortgage, as specifically provided hereinabove, including, without limitation, persons acquiring title by operation of law (including purchasers at judicial sales), shall be liable for the payment of any unpaid Assessments due and owing by the former Owner(s) of such Dwelling Unit. The Association may assign its claim and lien rights for the recovery of any unpaid Assessments to any Owner or Owners of Dwelling Units, or to any third party.

(d) Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

ARTICLE V

ADDITIONAL PROPERTY

5.1 Omitted Units. Any owner of an Omitted Unit may subject such unit to all the benefits and burdens of this Declaration by properly executing and recording in the Public Records of Hillsborough County, Florida, a joinder and consent to this Declaration, specifically identifying and describing the Omitted Unit. In such event, all the provisions of this Declaration shall include and apply to such Omitted Unit and to the owners thereof in the same manner and with the same force and effect as though such Omitted Unit have been originally subjected to the provisions of this Declaration.

ARTICLE VI

GENERAL PROVISIONS

6.1 Binding Effect. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and any additional property and shall inure to the benefit of and be enforceable by the Association and/or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless, prior to the end of such thirty (30) year period or the ten (10) year period then in effect, as the case may be, there shall be recorded in the Public Records of Hillsborough County, Florida: (a) an instrument modifying or abolishing any of the provisions hereof signed by the then Owners and their mortgagees representing seventy-five percent (75%) or more of the Dwelling Units which are subject to the provisions of this Declaration, and (b) a certification by the Association to the adoption by the Board of resolutions recommending such modification or abolition to the Members.

6.2 Amendment. This Declaration may be amended by recording of (i) an instrument executed by Owners and their mortgagees of not less than seventy-five percent (75%) of the Dwelling Units which are subject to this Declaration, or (ii) an instrument executed by the President and attested to by the Secretary of the Association, indicating that seventy-five (75%) percent of the votes of all Members of the Association approved such amendment. No amendment shall be effective unless (i) so long as Declarant is still in title to any part of the Property, Declarant shall join therein, and (ii) written notice of the amendment is sent to every Member, Owner and mortgagee appearing in the records of the Association, at least

THIS IS NOT A
CERTIFIED COPY

ninety (90) days in advance of any action taken. In addition, no amendment shall be effective if the effect of the amendment would be either to deprive unreasonably Owners of their rights and interests in the Association or to impose a substantially greater economic burden upon individual Owners, unless such amendment is executed by or consented to by all the Owners.

6.3 Special Amendments. Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct clerical or typographical errors in this Declaration or any Exhibit, (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to bring this Declaration into compliance with that certain agreement as amended from time to time, between W-G Development Corp., now known as Sunmark Communities Corp., and the Sun City Center Civic Association, Inc., which agreement has an effective date of January 26, 1984, or (vi) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 1989.

6.4 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

6.5 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other person shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known person who appears as a Member, Owner or other person entitled to notice, at the last known address for each such person, all as shown on the books and records of the Association at the time such notice is given. In the event that the Owner of any Dwelling Unit should change (because of sale, gift, testamentary disposition or otherwise), the new Owner shall promptly notify the Association, by delivering or mailing written notice of such change to the office of the Association.

6.6 Severability. Invalidation of any one of these covenants or conditions, or the application thereof to a specific circumstance by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect or the application of said invalidated covenant or condition, to other circumstances.

6.7 Responsibility of Successors and Predecessors to Declarant. No party exercising any rights as Declarant hereunder shall have or incur any liability for the acts of any

THIS IS NOT A

other party which previously exercised or subsequently shall exercise such rights.

CERTIFIED COPY
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

WITNESSES:

(Declarant)

SUNMARK COMMUNITIES CORP.

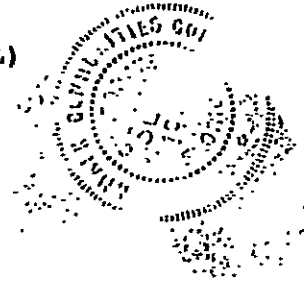
[Signature]

By:

[Signature]
Jay Krinsky, President.

Kicki Alderman

(SEAL)



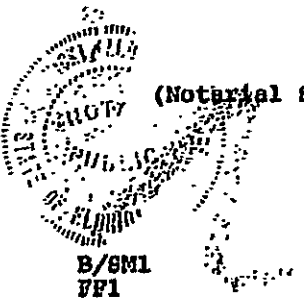
THIS INSTRUMENT PREPARED BY:

VICTORIA HUNT CARTER
Rudnick & Wolfe
201 East Kennedy Boulevard
Suite 1600
Tampa, Florida 33602

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, *Vicki Alderman*, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that JAY KRINSKY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of SUNMARK COMMUNITIES CORP., appeared before me this day and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said SUNMARK COMMUNITIES CORP., a Florida corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 14th day of March, 1984.



(Notarial Seal)

Kicki Alderman
Notary Public
State of Florida at Large

My Commission Expires:
11/30/85

SUNMARK COMMUNITIES CORP.
LOT INVENTORY REPORT

3/14/84

THIS IS NOT A
SUN CITY UNIT 30 PLAT BOOK 42, PAGE 92, PUBLIC RECORDS OF
HILLSBOROUGH COUNTY, FL

BLOCK W
LOT
8
9
10

CERTIFIED COPY

SUN CITY CENTER UNIT 35 PLAT BOOK 45, PAGE 90-2, PUBLIC RECORDS OF
HILLSBOROUGH COUNTY, FL

BLOCK A
C
D
LOT
1
2
1
2
8
10
12
13
14
15
16
17
19
20
21
22
23
24
25
31
32
1
2
3
4
5
6
7
8
9
13
23
26
28
29
30
31
32
33
34
35
36
37
38
39

EXHIBIT A TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
SUN CITY CENTER CIVIC ASSOCIATION, INC.

SUN CITY CENTER UNIT 35

PLAT BOOK 45, PAGE 90-2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

BLOCK
D

LOT
40
41
42
43
44
45
46
47
48
49
5
6
7
8
9
11
12
13
14
15
16
17

THIS IS NOT A
CERTIFIED COPY

SUN LAKES SUBDIVISION

PLAT BOOK 52, PAGE 17-1, 2, 3, 4, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

BLOCK
3

LOT
2
6

CALOOSA SUBDIVISION

PLAT BOOK 51, PAGE 41-2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

BLOCK

LOT

1
2
3

2
1
2
5
2
3
4
5
8

CALOOSA COUNTRY CLUB ESTATES UNIT I

PLAT BOOK 53, PAGE 71-1, 2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK

LOT

THIS IS NOT A CERTIFIED COPY

CALOOSA COUNTRY CLUB ESTATES UNIT II

PLAT BOOK 55, PAGE 52-1, 2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK

LOT

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 2
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11

CYPRESSVIEW, PHASE I, UNIT I

PLAT BOOK 54, PAGE 25-1, 2, 3, 4, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK

LOT

- 1
- 18
- 21
- 22
- 23
- 27
- 28
- 29
- 30

CYPRESSVIEW, PHASE I, UNIT I

PLAT BOOK 54, PAGE 25-1, 2, 3, 4, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK	LOT
1	31
	32
	33
	34
	35
	36
2	17
	19
	20

THIS IS NOT A CERTIFIED COPY

SUN CITY CENTER UNIT 34-A

PLAT BOOK 48, PAGE 20, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK	LOT
1	18
	19
	20
	21
	22
	23
	25
	26
	27
	29
	31
	33
	34
	35
	36
	37
	38
	39
	40
2	1
3	5
	6
	7
	10
	11
4	1
	18
	19
	20
	21
	22
	23
	24

SUN CITY CENTER UNIT 44A

PLAT BOOK 48, PAGE 37-1, 2, 3, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

BLOCK 1

LOT 34

SUN CITY CENTER UNIT 46

PLAT BOOK 53, PAGE 69-1, 2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FL

BLOCK 2

LOT 1

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 14
- 17
- 19
- 20
- 22
- 23
- 24
- 25
- 26
- 27
- 28

THIS IS NOT A CERTIFIED COPY

3/14/84

THIS IS NOT A



CERTIFIED COPY
PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

SUBDIVISION NAME PLAT BOOK PAGE

SUBDIVISION NAME	PLAT	BOOK	PAGE
Sun City Center, Unit 31A	46	76	
Sun City Center, Unit 32	45	66	
Sun City Center, Unit 34A	48	20	
Sun City Center, Unit 35	45	90	
Sun City Center, Unit 44A	48	37	
Sun City Center, Unit 44B	48	38	
Sun City Center, Unit 45	48	85	
Sun City Center, Unit 45 1st Addition	51	27	
Sun City Center, Unit 46	53	69	
Sun City, Unit 1	37	89	
Sun City, Unit 1A	39	87	
Sun City, Unit 2	38	18	
Sun City, Unit 3	38	33	
Sun City, Unit 4	38	32	
Sun City, Unit 5	38	31	
Sun City, Unit 5A	40	37	
Sun City, Unit 6	38	78	
Sun City, Unit 7	38	100	
Sun City, Unit 7 Repl.	39	79	
Sun City, Unit 8	39	1	
Sun City, Unit 9	39	33	
Sun City, Unit 9 Repl.	39	51	
Sun City, Unit 9A	40	33	
Sun City, Unit 10	39	55	
Sun City, Unit 11	39	59	
Sun City, Unit 12	39	88	
Sun City, Unit 13	40	32	
Sun City, Unit 14	40	39	
Sun City, Unit 15	40	31	
Sun City, Unit 16	40	92	
Sun City, Unit 17	41	4	
Sun City, Unit 18	40	93	
Sun City, Unit 18A	42	8	
Sun City, Unit 19	40	73	
Sun City, Unit 20	41	49	
Sun City, Unit 21	41	46	
Sun City, Unit 22	41	52	
Sun City, Unit 24	41	100	
Sun City, Unit 24A	42	41	
Sun City, Unit 24A Rev.	42	84	
Sun City, Unit 25	42	15	
Sun City, Unit 26	42	3	
Sun City, Unit 27	42	25	
Sun City, Unit 28	42	27	
Sun City, Unit 29	42	33	
Sun City, Unit 30	42	92	
Sun City, Unit 30A	43	16	

EXHIBIT B TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
SUN CITY CENTER CIVIC ASSOCIATION, INC.

THIS IS NOT A



SUBDIVISION NAME

BOOK PAGE

PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

CERTIFIED COPY

<u>SUBDIVISION NAME</u>	<u>BOOK</u>	<u>PAGE</u>
Sun City, Unit 31	42	90
Sun Lakes	52	17
Sun Lakes Addition	53	70
Caloosa	51	41
Caloosa Country Club Estates, Unit 1	53	71
Caloosa Country Club Estates, Unit 2	55	52
Club Mahor, Unit 318	47	37
Cypress View, Phase 1, Unit 1	84	25
Centras	47	83

CONDOMINIUM NAME

Huxley Place	1	47
Reading Place	1	44
Rutgers Place	1	59
St. George	1	60
West Wood Greens	1	54
Brockton Place Revised	1	83-1
Radford Place	OR3097	378