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This Agreement of Clarification ("Clarification Agreement") is made by and between SUN CITY CENTER COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, formerly known as the Sun City Center Civic Association, Inc. (herein sometimes called "C/A") and SUNMARK COMMUNITIES CORP., a Florida corporation formerly known as W.G. Development Corp. (sometimes herein called "Sunmark").

W I T N E S S E T H:

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

WHEREAS, the C/A Agreement was amended by the parties thereto by Amendment to Agreement dated February 21, 1984; and further amended by Second Amendment to Agreement dated November 8, 1984; and further amended by Third Amendment to Agreement dated December 13, 1984; and further amended by Forth (sic) Amendment to Agreement dated June 6, 1985 (all of the foregoing amendments are sometimes collectively referred to hereinafter as the "Amendments", and all references to the C/A Agreement contained hereinafter shall be deemed to include the foregoing Amendments except where specifically stated to the contrary); and

WHEREAS, the C/A Agreement was recorded in the Public Records of Hillsborough County, Florida, by the C/A Association and without Sunmark's knowledge or consent, on October 6, 1986, in O.R. Book 4930, Page 945 et seq., which recording only included the 18 page text of the C/A Agreement and Exhibit E and a reduced copy of the graphic portion of Exhibit B, and thus omitted certain important exhibits and the Amendments; and

WHEREAS, neither of the recorded exhibits are sufficient to allow a determination by record evidence of the real property referred to in the text of the C/A Agreement;

WHEREAS, the parties now desire to clarify certain provisions of the C/A Agreement and the real property affected by same.

NOW, THEREFORE, the parties hereto agree and acknowledge as follows:

1. Attached hereto and made a part hereof is a true, correct, and complete copy of the C/A Agreement and all exhibits thereto as the same was effective on January 26, 1984 EXCEPT THAT the graphic portions of Exhibits B, C, and D-1 through D-5 are not being recorded because 1) such oversized blueprints are not appropriate for recording and therefore may be confusing, and 2) more importantly, the legal descriptions portions of Exhibits B, C, and D-1 through D-5 which are being recorded are controlling over the graphic portions of such Exhibits, as stated in the last sentence of the first full paragraph of Article III of the C/A Agreement. Also attached hereto and made a part hereof are true, correct, and complete copies of all of the Amendments to the C/A Agreement.

2. No Master Declaration was recorded and no Master Community Association (defined in the C/A Agreement as "MCA") was formed by Sunmark or by the C/A or otherwise. Accordingly, the provisions pertaining thereto in the C/A Agreement have no effect.

THIS INSTRUMENT WAS PREPARED BY LAURENCE E. KINSOLVING RUDNICK & WOLFE 101 E. KENNEDY BLVD. SUITE 2000 TAMPA, FLORIDA 33602

RICHARD L. AKE CLERK OF CIRCUIT COURT HILLSBOROUGH COUNTY

RECORD VERIFIED Richard L. Ake Clerk of Circuit Court Hillsborough County, Fla. By: Teresa A. Streetman, D.C.

1987 DEC 14 PM 4:19

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IN WITNESS WHEREOF, this Clarification Agreement is made and executed by the parties set forth below, effective as of the latest date set forth below either of their respective names.

SUN CITY CENTER COMMUNITY ASSOCIATION, INC.

Attest by: Robert Slaps
Assistant Secretary
V- President

By: Dorothy M. Meloy
Its: President

(CORPORATE SEAL)

Date: December 11, 1987

SUNMARK COMMUNITIES CORP.

Attest by: Mary E. Guajardo
Asst. Secretary

By: Sen. Vice President
Its: SR. Vice President

(CORPORATE SEAL)

Date: 12/11/87

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS:

The foregoing instrument was acknowledged before me this 11th day of December, 1987, by Dorothy M. Meloy, as President and Robert Slaps as V-President, respectively, of SUN CITY CENTER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation.

Brenda K. Hartzy
NOTARY PUBLIC

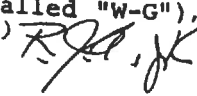
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 5, 1989
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS:

The foregoing instrument was acknowledged before me this 11th day of December, 1987, by Lou Ellen Wilson, as Service President and Mary E. Guajardo as Asst. Secretary, respectively, of SUNMARK COMMUNITIES CORP., a Florida corporation, on behalf of said corporation.

Brenda K. Hartzy
NOTARY PUBLIC

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 5, 1989
BONDED THRU GENERAL INS. UND.

THIS AGREEMENT ("Agreement") is made by and between SUN CITY CENTER CIVIC ASSOCIATION, INC., a Florida corporation not for profit (herein sometimes called "C/A") and W-G DEVELOPMENT CORP., a Florida corporation (sometimes herein called "W-G"), and *(Now Known As Sunmade Communities Corp.)* 

W I T N E S S E T H:

WHEREAS, C/A and W-G are opponents in a civil action pending before the Circuit Court of the Thirteenth Judicial Circuit of Florida, in and for Hillsborough County, styled Sun City Center Civic Association, Inc., Plaintiff, v. W-G Development Corp., Defendant, Case No. 83-951, Div. W ("Action"), and

WHEREAS, both C/A and W-G wish to finally compromise, resolve and settle all claims and disputes between themselves, to voluntarily dismiss the Action with prejudice, and to provide for their mutual and separate interests within the community to which this Agreement applies as of and after the Effective Date (hereinafter defined),

WHEREAS, C/A and W-G are in accord that a major purpose of an agreement between them would be to protect and maintain the now existing character and high quality of life in the portion of the Sun City Center retirement community described herein. This character and quality of life is dependent in large part upon self-rule by the residents, profitable operations by the developer and the continued cooperation between C/A and W-G.

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the sufficiency and receipt of said consideration being hereby acknowledged by the parties hereto, the parties agree as follows:

ARTICLE I

Upon the Effective Date of this Agreement, W-G will convey to C/A approximately 3.315 acres of land described in and according to the general warranty deed attached hereto as Exhibit A. Any obligation of W-G to pay ad valorem taxes shall be on a pro-rata basis to the date of conveyance.

ARTICLE II

Upon the Effective Date of this Agreement, W-G shall transfer to C/A the sum of Sixty Thousand Dollars (\$60,000.00) in cash which C/A warrants and represents will be used exclusively for the purpose of providing for the maintenance and repair of the currently existing recreational facilities on C/A property and for the purpose of purchasing new equipment to be used therein.

W-G warrants and represents that the land described and shown in the written and graphic portions of Exhibit B (including unsubdivided property plus W-G owned lots in previously developed subdivisions) constitutes all of the real estate owned by W-G north of S.R. 674, east of Cypress Creek, south of 19th Avenue and west of U.S. 301 which is now or may be designated for future residential development. W-G further warrants and represents that the land described and shown in the written and graphic portions of Exhibits C and D-1 through D-5 (including unsubdivided property plus W-G owned lots in previously developed subdivisions) constitutes all of the real estate owned by W-G south of S.R. 674, east of the "West Sector", west of U.S. 301 and north of the southern boundary of the "North/South Sector" which is now or may be designated for future residential development except for the development known as "Golf Villas" discussed in Article XVII hereof. The lands described by these legal descriptions are within the area of the "North/South Sector" as shown on the sketch of Sun City Center attached hereto and incorporated herein as Exhibit E. The areas within the North/South Sector designated for commercial development ("Commercial Areas") and excluded from this Agreement are also shown on Exhibits B, C and D-1 through D-5. The "West Sector" graphically outlined on Exhibit E is mentioned herein as an area of reference and the land area thereof as well as the "Business Sector" also referenced in Exhibit E are not intended to be affected by this Agreement. All of that portion of the North/ South Sector north of S.R. 674 and that portion of the North/ South Sector south of S.R. 674 excluding the land described in Exhibits D-1 through D-5 ("the D series of Exhibits") and Golf Villas and the Commercial Areas are recognized by the parties as a retirement community to which this Agreement shall apply in accordance with the terms herein. The graphic portions of Exhibits B, C and D-1 through D-5 are intended to generally but not exactly illustrate the described land, but in the event of confusion between the legal descriptions and the graphic portions of Exhibits B, C or D-1 through D-5, the legal descriptions will govern.

W-G hereby agrees to subject all of the land described in Exhibits B and C to restrictive covenants stating that at least one resident of each Unit must be fifty (50) years of age or older and no person under the age of eighteen (18) years shall occupy any Unit, provided however, that such a person under the age of eighteen (18) years may visit and temporarily occupy any Unit for periods not to exceed thirty (30) days in any calendar year ("Use Covenant"). The term "Unit" shall mean each subdivision lot, or other residential dwelling unit created on the land subject to the Use Covenant.

The Use Covenant and any additional covenants, conditions and restrictions which W-G may at the time elect to include, including but not limited to those for the establishment of a

Master Community Association ("MCA"), shall be incorporated in a declaration of covenants, conditions and restrictions ("Master Declaration") to run with the subject land for the longest period of time allowed by law and recorded within thirty (30) days after the Effective Date. Notwithstanding anything which may be interpreted in this Agreement to the contrary, W-G reserves the right in its sole discretion to subject its lands to such other covenants, conditions or restrictions as it deems from time to time are in its best interest, whether by inclusion in the Master Declaration or by the recording of separate instruments, provided that such other covenants, conditions or restrictions do not abrogate the covenants required by the provisions of this Agreement.

ARTICLE IV

W-G may at any time and in its sole discretion add one or more of the parcels of land described in the D series of Exhibits (excluding any Commercial Area designated thereon) to the retirement community and shall do so by causing such additional portion of property to become subject to the Master Declaration. Such enlargement of the retirement community must be accomplished in the order of the D series of Exhibits (i.e., the land described in Exhibit D-1 must be added first, D-2 must be added second, etc.). Any portion of the land described in the D series of Exhibits which shall be developed but shall not be subjected to the Master Declaration ("Excluded Property"), shall be separated from the retirement community by a green belt which shall be at least ten feet in width and extending the entire length of the common boundary between the retirement community and the Excluded Property and such buffer zone shall be uninterrupted except possibly by the road discussed below. W-G may convey fee simple title of the buffer zone to C/A by warranty deed free and clear of liens and encumbrances, and C/A shall accept said title if offered, provided, however, that such title conveyed to the C/A shall be subject to a reverter back to W-G if the use of the property ceases to be as a buffer zone; such reverter to be effective only until W-G ceases to own any property contiguous to the buffer zone. Maintenance of the buffer zone will be done and paid for by the owner thereof, however, C/A shall have the right to plant trees and other greenery on the buffer zone at any time after said buffer zone is identified and established.

The parties recognize that the current Land Use Master Plan for Sun City Center South ("South Plan") on file with the appropriate Hillsborough County governmental office ("County") provides for an arterial road between S.R. 674 and U.S. 301 running in part through the land described in the D series of Exhibits. In the event W-G develops but does not subject all of the land described in the D series of Exhibits to the Declaration, W-G will use its best efforts to change the South

plan so that such road does not cut through the aforementioned buffer zone, although W-G cannot guarantee that County and State of Florida approval can be obtained for this change.

ARTICLE V

W-G will use its best efforts to prevent governmental action from adding new major arterial and/or collector roads within the area subject to the Master Declaration other than those currently represented on the applicable land use plans filed with the County and shall itself initiate no new roads into or out of (as opposed to "within") such area.

ARTICLE VI

Within sixty (60) days after the Effective Date, W-G will provide C/A with an letter of credit ("LOC") in the amount of One Million Dollars ("LOC Amount") issued by a financial institution chosen by W-G and reasonably acceptable to the C/A ("Issuer"). The LOC shall be substantially in the form attached hereto as Exhibit J. The LOC shall provide that the Issuer will honor sight drafts presented to it in accordance with the terms thereof. The LOC shall be irrevocable provided however that if C/A shall default in the performance of its obligations under this Agreement and if such default shall continue for a period of fifteen (15) days following W-G's written notice of default to the C/A, W-G may refuse to execute the prerequisite certificate for future sight drafts. The LOC shall further provide that no funds may be drawn from the LOC until C/A shall initially certify with W-G's joinder in writing, to the Issuer that 1) the building, facility and/or equipment to be funded from the LOC are new and intended only for recreational purposes including such portions of the building or facility supplying support services thereto and/or to the equipment ("Improvements"), 2) none of the LOC funds will be used for maintenance or operational expenses of the C/A, 3) C/A has presented plans for the Improvements to W-G for W-G's comments prior to contracting for construction or purchase, 4) the funds required to complete and/or purchase the Improvements do not exceed the LOC Amount, or if the required funds do exceed the LOC Amount, the C/A shall demonstrate to W-G that adequate provision has been made to fund the overage ("Additional Funds"), 5) the conditions of Article IX hereof have been met, and 6) W-G shall have approved the external design and materials ("External Features") of the Improvements, which approval by W-G shall not be unreasonably withheld except that such External Features shall be architecturally consistent with the adjacent improvements and in accordance with the high standards of Sun City Center. This initial certificate shall also identify the Administrator (see below). In the planning and design of all aspects of the Improvements, C/A shall solicit and consider W-G's recommendations, but C/A shall not be required to adopt such recommendations except with respect to the External Features. Notwithstanding the foregoing provi-

sions, the terms "Improvements" or "new C/A Improvements" when used herein as being funded from the LOC Amount of \$1 million shall also include modifications made to the existing Town Hall meeting room for the purpose of providing additional recreational space, provided however, that no more than Fifty Thousand Dollars (\$50,000.00) of such \$1 million shall be spent for these modifications.

The procedure for partial draws on the LOC shall be as follows: The C/A shall engage a financial institution located in Sun City Center to serve as administrator ("Administrator") and deliver to it a copy of the budget for the use of the funds. The Administrator's fee shall be paid out of the LOC Amount. The Administrator shall review each draw request by C/A in the same manner and with the same requirements that it would require for administering draws under a construction loan in accordance with the construction budget including but not limited to obtaining all appropriate certificates, verifying a uniform ten percent reserve to be only distributed upon final acceptance of the Improvements by the C/A and a final contractor's affidavit and periodically ascertaining that the remaining funds available for draw from the LOC Amount and the Additional Funds are sufficient to complete the obligations for construction or purchase of the Improvements. W-G shall not be responsible for any expenses of the Improvements over the LOC Amount. The Issuer will pay the draw upon receipt of the proper sight draft and the certificate of the Administrator that the draw request has been reviewed and was found to be in order together with the reaffirmation of the initial certificate by W-G and the C/A.

In exchange for W-G's providing of the LOC Amount in accordance herewith, C/A agrees to 1) open its membership on the Effective Date and keep membership in the C/A open to a maximum of two (or more than two if C/A shall elect in its discretion) residents of each of the next 1450 additional Units ("First Quota") which shall have been made subject to the Master Declaration and the C/A Covenants (hereinafter defined), 2) have only one type of membership, and 3) allow all of its members to use the facilities of C/A no matter where located. This provision also may be enforced specifically by W-G by injunctive action in a court of competent jurisdiction.

W-G will provide the C/A with a monthly report setting forth the names and addresses of Unit purchasers and the date of each respective conveyance.

Although this Agreement contemplates that the C/A will obtain new members only from the retirement community, the parties specifically agree that C/A will not be violating this Agreement by making memberships available to the neighboring community known as "Lake Towers", provided, however, that such memberships will not diminish the number of memberships available to the residents of Units sold by W-G and governed by this Agreement.

Subject to the condition precedent stated in Article IX hereof, each future subdivision developed by W-G on the land described herein in Exhibits B and C, as well as such land described in the D series of Exhibits when and after W-G shall elect to add same to the retirement community, but only each subdivision containing Units of the First Quota (and subsequent quotas if W-G makes the election applicable under Article XII hereof) shall be made subject to the following covenants (herein called "C/A Covenants"):

- 1) each resident (up to a maximum of two unless the C/A shall elect a higher number in its discretion) of a Unit shall automatically become members of the C/A,
- 2) each Unit shall be encumbered to pay an annual C/A maintenance and operations charge or assessment for each resident of the Unit holding membership in the C/A, and
- 3) the payment of such maintenance and operations charge or assessment shall be secured by a lien on the Unit and the lien shall be enforceable through foreclosure for nonpayment.

If W-G sells any parcel of unsubdivided land within the area described in Exhibit B and C, as well as the area described in any part of the D series of Exhibits which is added to the retirement community, and such land is to be developed for residential purposes, W-G will cause the sold parcel to be subjected also to the C/A Covenants as long as there are sufficient Units remaining available in the First Quota (or if thereafter, as long as there are sufficient Units remaining in the applicable quota), and the instrument(s) of conveyance shall specify the number of Units that can be developed thereon subject to the C/A Covenants.

W-G and C/A acknowledge that some of the property intended to be part of the retirement community are unsold lots of previously platted subdivisions. W-G will subject each of these already platted but unsold lots to the C/A Covenants as well as the Master Declaration including the Use Covenant. Such lots shall be counted in the First Quota.

ARTICLE VIII

For a period not exceeding one year after the Effective Date of this Agreement, W-G and C/A will, in accordance with the plan of action set forth on Exhibit F attached hereto and incorporated herein, actively pursue an effort to have the Master Declaration and the C/A Covenants accepted and adopted as a covenant running with the land on previously sold Units within the "North/South Sector" except for the development known as "Golf Villas" discussed in Article XV hereof.

ARTICLE IX

As a condition precedent to W-G's obligation to subject the lots of the First Quota to the C/A Covenants referred to in Article VII hereof, C/A shall amend its Articles of Incorporation and/or By-Laws to provide that the residents (up to a maximum of two) of each Unit subject to the C/A Covenants are qualified and shall automatically become members of the C/A. These amendments will be accomplished at the same time this Agreement is approved.

unless the C/A shall elect a higher number by its disclosure

RJK

C/A recognizes that a copy of its Articles and By-Laws may be required to be disclosed to the purchasers of Units subject to the C/A Covenants and accordingly agrees to further amend its organizational documents from time to time and to comply with all applicable laws, regulations and administrative policies and requirements as may be required from time to time in order for W-G to comply with the disclosure and substantive requirements for community associations, and further to provide W-G with such disclosure materials and information as W-G may require in connection with its marketing and sales documentation and procedures from time to time.

ARTICLE X

The parties acknowledge that since the expiration of the previous agreement between W-G and C/A, a number of Units have been sold within the retirement community in the North/South Sector and the purchasers thereof ("Interim Purchasers") were not afforded the opportunity of becoming members in the C/A. Such Interim Purchasers shall be the first group of Unit owners which the parties shall contact for purposes of the adoption of the Master Declaration and the C/A Covenants in accordance with the efforts outlined in Article VIII hereinabove. For each of the Units owned by the Interim Purchasers, which shall be subjected to the Master Declaration and the C/A Covenants with the residents thereof thereby becoming members of the C/A, W-G shall offset the amount due W-G pursuant to Article XI hereof by the sum of \$700.00 upon the recording of the appropriate adoption instrument.

ARTICLE XI

The Master Declaration shall provide that a contribution toward recreational improvements ("Recreation Improvement Capital Contribution" or "RICC") shall be due for each Unit subject to the Master Declaration. This Recreation Improvement Capital Contribution shall be paid to the MCA by the purchaser of the Unit at the time of the initial sale of the Unit improved with a dwelling, or by the owner upon initial occupancy of a dwelling constructed on the Unit, whichever shall occur first.

?

no MCA who gets payment

The amount of the RICC shall be \$700.00 per Unit on all Units platted or counted as part of the First Quota. For purposes of this discussion, the Units in addition to the First Quota which may be platted on the land being part of the retirement community shall be separated into groups of 1450 Units and each such group of 1450 Units shall be called a "Subsequent Quota." The group of 1450 Units preceding the Subsequent Quota shall be known as the "Prior Quota." Also, the "Index" shall be the National Price Index known as the Gross National Product Implicit Price Deflator issued by the United States Department of Commerce, Bureau of Economic Analysis, Division of National Income and Wealth. If such Index is discontinued, then a substitute index which reflects the same or nearly the same composite of prices and weighting as does the foregoing Index shall be used.

If W-G makes the election discussed in Article XII hereof as to a Subsequent Quota, the RICC for such Subsequent Quota shall be the lesser of 1) 130% of the RICC for the Prior Quota, or 2) the amount of the RICC for the Prior Quota increased or decreased in the same proportion as the increase or decrease in the Index between the month in which the first Unit of the Prior Quota was counted and the month preceding the month in which the Prior Quota was exhausted.

Also for purposes of the following discussion, the amount of the LOC for a Subsequent Quota ("S.Q. LOC Amount") shall be equal to the RICC for that Quota multiplied by 1450. In calculating the amount to be repaid W-G, no interest shall be incurred or paid on the LOC Amount or any S.Q. LOC Amount.

The Master Declaration shall provide that RICC collected by the MCA on each Unit in the First Quota shall be turned over to W-G as and when collected until W-G shall have been reimbursed for the \$1 Million expended through the LOC funding of the new C/A Improvements. W-G shall provide the C/A with a semi-annual report reflecting the amount reimbursed to W-G during such six month reporting period. All RICC collected by the MCA on the Units of the First Quota over the aforesaid \$1 Million, if any, shall be paid quarterly by the MCA to the C/A. The Master Declaration shall further provide that RICC collected by the MCA on each Unit in a Subsequent Quota shall be turned over to W-G as and when collected until W-G shall have been reimbursed for the S.Q. LOC Amount expended through the LOC funding of the new C/A Improvements. The above referenced semi-annual report shall be given the C/A by W-G also during each Subsequent Quota. All RICC collected by the MCA on the Units of a Subsequent Quota over the aforesaid S.Q. LOC Amount, if any, shall be paid quarterly by the MCA to the C/A. C/A agrees to deposit any such funds received from the MCA in a segregated account identified for capital improvement purposes and shall provide W-G and the MCA with a semi-annual accounting identifying all deposits and withdrawals from such account. C/A agrees to use the principal received from the RICC and the

interest earned thereon only for the purposes of providing new capital improvements or equipment for recreational purposes or for the purchase of the golf course(s) provided for below in this Agreement. C/A agrees not to use such funds for the maintenance, upkeep, repair or operation of existing recreational facilities or equipment or for administrative expenses of the C/A. The parties agree that this covenant of the C/A shall be specifically enforceable by W-G through injunctive action in the courts of competent jurisdiction.

ARTICLE XII

Unless the C/A shall elect a higher number in its discretion

At the time when a sufficient number of Units have been platted which when sold will exhaust the 1450 Units of the First Quota (or any other Prior Quota), C/A will continue to admit the residents (up to a maximum of two) of each Unit of that Quota without interruption. However, unless an election is made by W-G, or its successors, assignors or grantees (which in the aggregate herein shall be collectively referred to as W-G) as provided herein, the C/A shall not be required to accept residents of Units which become part of a Subsequent Quota and W-G will not be required to subject such Units to the C/A Covenants. However, W-G may elect to have the residents of Units of the Subsequent Quota entitled to C/A membership, if W-G shall notify C/A in writing of its decision to do so. W-G's election shall be effective and C/A shall be obligated with respect to the Units of the Subsequent Quota as it was with respect to the First Quota if 1) W-G shall subject the Units of the Subsequent Quota to the C/A Covenants on a plat by plat basis in the same manner as with the First Quota, and 2) W-G shall make available to the C/A a Letter of Credit in the amount of the S.Q. LOC Amount within thirty (30) days after such notice. Such new LOC shall be used for the purpose of funding construction or purchase of new recreational improvements or equipment under the same terms and conditions as are provided above in this Agreement with regard to the first LOC including the specific terms of Article VI.

ARTICLE XIII

W-G shall be entitled to guest cards issued by the C/A to allow its invitees to use C/A facilities, and W-G shall pay \$20.00 for each guest card issued at the request of W-G. Such guest cards shall be effective for only one week from issuance and at no time shall the number of effective cards issued exceed 200 in number. C/A shall allow W-G to conduct tours of C/A's recreation facilities for prospective purchasers at no cost to W-G.

ARTICLE XIV

The Master Declaration shall also provide for an assessment of the MCA members to fund the continuing maintenance of public rights of way and common areas by the MCA in accordance with the traditionally high standards of Sun City Center.

ARTICLE XV

Within ninety (90) days after the Effective Date hereof, W-G shall convey by general warranty deed (free and clear of liens and encumbrances) to C/A title to a parcel of land ("Additional Site") of approximately 20 acres in size located in the retirement community and shown on Exhibit C hereto. The site chosen was mutually agreeable to the parties. The form of the deed is shown on Exhibit K attached hereto. The deed shall be subject to a reverter back to W-G in the event that 1) the Additional Site shall be used for non-recreational purposes by C/A, 2) any attempt is made to convey the Additional Site to any other entity except W-G, or 3) the C/A has not commenced construction of additional recreational facilities upon the Additional Site by the time the C/A has reached 8500 members. W-G covenants to provide a construction roadway (i.e. a road suitable for a contractor to use but not sufficient for regular traffic) to the Additional Site at least by the time construction on the Additional Site is scheduled to commence provided that the C/A gives W-G not less than sixty (60) days notice of the expected construction commencement date, and W-G further agrees to complete the extension of Pebble Beach Boulevard and water and sewer utility lines to the edge of Additional Site no later than the completion of the improvements constructed thereon and funded by the LOC Amount. Electricity is also available along the west boundary of the Additional Site. Any obligation of W-G to pay ad valorem taxes shall be on a pro-rata basis to the date of conveyance.

Plans for additional C/A recreational facilities on the Additional Site or any other site owned by the C/A shall be presented to W-G prior to contracting for construction and C/A shall consider the recommendations of W-G prior to final approval of said plans. In any event, W-G shall have the right to approve the external design and materials ("External Features") of the planned improvements, which approval shall not be unreasonably withheld except that such External Features shall be architecturally consistent with adjacent improvements and in accordance with the high standards of Sun City Center. C/A hereby obligates itself to maintain such additional recreational facilities, as well as all existing facilities, to the same high standards of Sun City Center.

ARTICLE XVI

W-G shall accept only C/A membership as proof of residency in the North/South Sector of Sun City Center when W-G requires such residency in the North/South Sector to play its golf courses located in the North/South Sector.

ARTICLE XVII

The land area described in Exhibit G (and shown on Exhibit C) which is designated for W-G's Golf Villas development of a

maximum of 230 units ~~and~~ is excluded from all of the terms and provisions of this Agreement.

ARTICLE XVIII

OFF. REC. 5291 C 942

W-G recognizes that development in the North/South Sector will some day be completed and further recognizes that the C/A should have the opportunity thereupon, if not sooner, to own the golf courses owned by W-G except the 6-hole golf course used in connection with the golf school. W-G owns the 18-hole "North Course" and the 27-hole "South Course" herein called the "Golf Courses". Therefore, W-G does hereby grant to C/A a non-assignable right of first refusal to buy either or both of the Golf Courses provided that the C/A shall not be permitted to exercise such right of first refusal if it is in default under this Agreement. Upon receipt of a bona fide written offer to purchase either one or both of said Golf Courses by a potential purchaser, or upon W-G's decision to place either one or both of such Golf Courses on the market for specific terms, W-G shall notify C/A in writing of such contemplated transaction and shall disclose in such notice the terms and conditions thereof. For a period of one hundred twenty (120) days following receipt of such notice, the C/A shall have the right to purchase the subject property on the same terms and conditions, provided, that this right of first refusal is forfeited and shall be of no further force and effect if the C/A fails to notify W-G in writing within thirty (30) days after receipt of the aforementioned notice that it has interest in the purchase and wishes to proceed with achieving the appropriate membership approval to consummate the purchase. Closing on the purchase by C/A must occur within the 120 day period set forth in this provision. If C/A does not elect to exercise this right of first refusal and the transaction with the contemplated third party does not close substantially in accordance with the disclosed terms and conditions, the right of first refusal of C/A shall again be effective in accordance with the foregoing provisions.

In addition to the right of first refusal granted above, W-G hereby grants to C/A the option to purchase the North Course as more particularly described in Exhibit H attached hereto and made a part hereof. The option granted herein shall begin on the Effective Date and shall expire five (5) years from the Effective Date of this Agreement. C/A shall notify W-G in writing of its election to exercise this option sixty (60) days prior to the day on which C/A desires to exercise the option. This option shall be exercised by closing the sale of the said property as herein provided, and may only be exercised if C/A is not in default under this Agreement.

C/A shall pay One Million Six Hundred and Fifty Thousand Dollars (\$1,650,000.00) as the total purchase price for the North Course, if the option is exercised during the first twelve (12) months of this option (the "First Option Period").

In the event C/A does not exercise its option within the First Option Period, the total purchase price that C/A must pay on exercising the option to purchase shall be increased by six percent (6%). At the end of each subsequent twelve (12) month period following the expiration of the First Option Period, the purchase price for said property shall again be increased by an amount equal to six percent (6%) of the purchase price in effect during the previous twelve (12) month period.

The parties agree that within five (5) days after C/A notifies W-G of its intent to exercise the option to purchase the herein described property, C/A and W-G shall execute a Contract for Purchase of the real estate on substantially the same form as the Contract attached hereto as Exhibit H and made a part hereof, except that the purchase price for the property shall be as stated herein. This option shall not be assignable and W-G is not required to provide financing. Notwithstanding anything in this Agreement to the contrary, the purchase price for the property may be paid from the RICC paid over to C/A as provided in Article XI or the S.Q. LOC Amount as provided in Article XII hereinabove.

ARTICLE XIX

W-G wishes herein to disclose a summary of its policy with regard to those entitled to play on the Golf Courses it owns in the North/South Sector. This policy has been discussed with the men's and women's golf associations and will be effective January 1, 1984.

The North Course shall be open for membership on an exclusive basis to Sun City Center residents who live in the North/South Sector. No outside play will be permitted and non-residents will no longer be permitted to play the North Course except as the guests of resident members.

The South Course will be open to all residents of the North/South Sector who are members of the North Course and the South Course. In addition, the South Course will also be open to all 1) residents of the West Sector of Sun City Center through membership in the Sun City Center Golf and Racquet Club (the "Club") and 2) members of the Sun City Center Chamber of Commerce who operate established businesses in the community through corporate membership in the Club. The South Course will be available to owners, residents and occupants of Golf Villas through Club memberships, and shall also be available to occupants of the Sun City Center Inn and guests of W-G.

ARTICLE XX

This Agreement and each provision thereof shall be binding on and shall benefit each party as well as their respective successors or assigns. Each covenant and promise hereof is

material to the decision of the respective parties to execute this Agreement, and may be specifically enforced by injunctive or other appropriate action by either party in a court of competent jurisdiction.

ARTICLE XXI

OFF. REC. 5291 944

The parties recognize that this Agreement shall become final and binding only when approved 1) by the members of the C/A, and 2) by the board of directors of W-G. Accordingly, the chief executive officer of each party shall only initial this Agreement as an expression by that officer that he will recommend this Agreement for approval to his respective governing body and every effort will be made to expedite final approval. In any event, such approval must be obtained by each party within forty-five (45) days after the Agreement is initialled by the chief executive officers. Upon the approval of the C/A membership and the W-G board of directors, this Agreement will be promptly executed with full corporate formalities provided for herein and only then shall this Agreement be binding upon the parties. At the time of full execution hereof, each party will deliver to the other a secretary's certificate setting forth the resolution of approval as well as the date of approval. The date upon which both parties shall have fully executed this Agreement shall be the "Effective Date" of this Agreement.

ARTICLE XXII

Upon the Effective Date of this Agreement, the parties shall join in a stipulation to dismiss the Action with prejudice, with outstanding costs to be borne by each respective party. The form of such stipulation is set forth in Exhibit I hereto.

It is expressly understood and agreed by C/A and W-G that the mutual covenants and other consideration recited herein are accepted by the parties hereto as being in full accord, satisfaction, compromise and settlement of the disputed claim under the Action as well as all claims or disputes which have arisen or may arise out of the relationship of the parties, including but not limited to the construction of the addition to the C/A's recreation facilities and to the Capital Improvement Escrow Account, from the beginning of time and until the Effective Date, but that the payment of consideration and the recited agreements are not admissions by W-G of any liability to C/A, or by C/A of any liability to W-G, or of any wrongdoing whatsoever which liability or wrongdoing is expressly denied by the parties. As to the matters which have arisen or may arise from such relationship of the parties, each does hereby generally and mutually release the other from all claims, damages, disputes, actions, costs and all similar matters, each party intending be bound by this mutual release from and after the Effective Date.

This Agreement constitutes the entire agreement among the parties hereto and shall not be modified except by written agreement duly executed by and on behalf of the parties hereto.

All previous agreements, duties, rights and obligations ever existing, or claimed to have existed, between the parties are hereby merged into this settlement and this Agreement reflects the entire rights and responsibilities currently between the parties. This Agreement shall also constitute a general and mutual release of all claims.

ARTICLE XXIII

Any reference to W-G herein shall also mean its assign or successor in interest.

At the request of the C/A, title to the property intended to be conveyed to the C/A herein may be conveyed to its designated wholly owned subsidiary (and the appropriate exhibits hereto will be changed accordingly) as long as such subsidiary shall join in and become bound by this Agreement as if it had been an original party.

Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and given either by certified mail or by hand delivery. If notice is given by certified mail, such notice shall be deemed to have been given and received three (3) days after a certified letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mail; and if notice is hand delivered, such notice shall be deemed to have been given when delivered to and receipted by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

As to C/A: Sun City Center Civic Association, Inc.
Attn: Office of the President
P.O. Box 5415
or
1009 Pebble Beach Boulevard
Sun City Center, Florida 33570

And a copy to: Edward M. Waller, Esq.
P.O. Box 1438
or
501 East Kennedy Boulevard
Suite 1700
Tampa, Florida 33601

As to W-G: ~~SUNMARK COMMUNITIES CORP.~~
~~W-G Development Corp.~~
Attn: Office of the President
P. O. Box 5698
or

Corner of Pebble Beach Boulevard
and S.R. 674
Sun City Center, Florida 33570

And a copy to:

Rudnick & Wolfe
Attn: Laurence E. Kinsolving
201 E. Kennedy Blvd.
Suite 1600
Tampa, Florida 33602

OFF. REC. 5291 G 946

Any party hereto may, at any time by giving notice to the other party in accordance herewith, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

INITIALLING: The chief executive officer of each party hereto has hereunto affixed his initials in accordance with Article XXI hereinabove. However, this Agreement shall not be binding upon the parties until approved by the members of C/A and by the board of directors of W-G and thereafter fully executed with full formalities as provided below the following initialling area.

RJA.
ROBERT J. ARMSTRONG, President
of Sun City Center Civic
Association, Inc.

Date 12/22/73

OK
JAY KRINSKY, President of
W-G Development Corp.

Date 12/22/83

IN WITNESS WHEREOF, the parties hereto have caused their appropriate officers to execute this Agreement and have also caused their respective corporate seals to be affixed hereunto and each does hereby certify respectively that the foregoing Agreement received the requisite approval of the membership of the Sun City Center Civic Association, Inc. and also received the requisite approval of the Board of Directors of W-G Development Corp.

SUN CITY CENTER CIVIC
ASSOCIATION, INC.

(CORPORATE SEAL)

ATTEST:

Marilyn Barkley
Secretary

By: Robert J. Armstrong
Robert J. Armstrong, President

January 26 1984
Date

W-G DEVELOPMENT CORP. (now known as
SUNMARK COMMUNITIES COOP.)

(CORPORATE SEAL)

By: Jay Krinsky, President

January 26, 1984
Date

ATTEST:

Ethel Grubbs
Asst. Secretary

OFF. 5291 G 947
REC.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county names above to take acknowledgments, personally appeared ROBERT J. ARMSTRONG and Marilyn Balkany, to me known to be the persons described as President and Secretary, respectively, of SUN CITY CENTER CIVIC ASSOCIATION, INC., a Florida corporation, in and who executed the foregoing instrument, and acknowledged before me that they executed the foregoing instrument in the name and on behalf of said corporation, affixing the corporate officers that they are duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 26 day of January, 1983.

Kicki Alderman
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Oct. 30, 1984

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared JAY KRINSKY and Ethel Grubbs, to me known to be the persons described as President and Secretary, respectively, of W-G DEVELOPMENT CORP., a Florida corporation, in and who executed the foregoing instrument, and acknowledged before me that they executed the foregoing instrument in the name and on behalf of said corporation, affixing the corporate seal of said corporation thereto; and that as such corporate officers that they

* Now known as Sunmark Communities Corp.

are duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 26 day of January, 1983.

Kicki Aldeman
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 30, 1984

A/WG4
EE1
122083

LIST OF EXHIBITS

- "EXHIBIT A"- Form of General Warranty Deed to 3.315 acres of real property.
- "EXHIBIT B"- Legal description and sketch of certain land north of S.R. 674 within the North/South Sector.
- COMPOSITE
"EXHIBIT C" AND
"EXHIBITS D-1
THROUGH D-5"- Legal description and sketch of certain land south of S.R. 674 within the North/South Sector, and also that land South of property described in Exhibit C now owned by W-G.
- "EXHIBIT E"- Sketch of Sectors.
- "EXHIBIT F"- Action plan for getting current residents to consent to the Declaration.
- "EXHIBIT G"- Legal description of Golf Villas development.
- "EXHIBIT H"- Form of Contract for Sale and Purchase and legal description of the North Golf Course.
- "EXHIBIT I"- Stipulation to Dismiss Action.
- "EXHIBIT J"- Form of Letter of Credit.
- "EXHIBIT K"- Form of General Warranty Deed for the Additional Site.

WARRANTY DEED

OFF. REC. 5291 G 950

This Indenture Made this _____ day of _____, A. D. 19_____

between W-G DEVELOPMENT CORP.,

a corporation organized and existing under the laws of the State of Florida, with its office

and principal place of business at P.O. Box 5698 / Sun City Center, in the County of Hillsborough

State of Florida, hereinafter called the grantor, and SUN CITY CENTER CIVIC ASSOCIATION, INC.

whose post office address is 1009 Pebble Beach Boulevard, Sun City Center, FL 33570,

hereinafter called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties in this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases, and transfers unto the grantee, all that certain land situate in Hillsborough County, Florida, to-wit:

DESCRIPTION: A tract lying in the Northeast 1/4 of Section 12, Township 32 South, Range 19 East, and in the Northwest 1/4 of Section 7, Township 32 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows: Commence at the Southwest corner of Lot 12, Block "A" of Del Webb's SUN CITY, Florida, Unit No. 1, as recorded in Plat Book 37, Page 89, of the Public Records of Hillsborough County, Florida; run thence North 69°01'27"W., along a Westerly projection of the South boundary of said Lot 12 a distance of 158.90 feet to the Point of Beginning; run thence South 49°48'12"W., a distance of 77.53 feet; run thence South 63°48'02"W., a distance of 260.40 feet; run thence South 78°01'14"W., a distance of 110.17 feet; run thence South 58°18'09"W., a distance of 262.96 feet to a point of intersection with the Easterly right-of-way line of Pebble Beach Boulevard (100-foot road dedication of said Unit No. 1); run thence Northwesterly along the Easterly right-of-way line of said Pebble Beach Boulevard along the arc of a curve to the right (radius - 3,100.00 feet) a distance of 275.00 feet (chord - 274.91 feet, chord bearing North 33°58'00"W.); run thence North 70°59'18"E., a distance of 575.89 feet; run thence South 69°01'27"E., a distance of 250.00 feet to the Point of Beginning.

Said tract contains 3.315 Acres, more or less.

And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except: taxes and assessments for 1984, zoning, governmental regulations and other matters of record.

In Witness Whereof the said party of the first part by its duly authorized officers, has hereunto caused its name to be signed and its corporate seal affixed the day and year first above written.

W-G DEVELOPMENT CORP.

(CORPORATE SEAL)

Attest:

Secretary

By: _____
President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 197_____, by _____, as President and _____

as _____ Secretary of W-G DEVELOPMENT CORP.

a Florida corporation, on behalf of the corporation.

OFF. 5291 G 951
REC.

EXHIBIT "B" CONSISTS OF THE FOLLOWING 14 PAGES

SUN CITY NORTH

EXHIBIT "B"

OFF. 5291 C. G. 952
REC.

DESCRIPTION: A parcel of land in Sections 1, 2, 11 and 12, Township 32 South, Range 19 East; Section 36, Township 31 South, Range 19 East; Section 31, Township 31 South, Range 20 East; and Sections 6 and 7, Township 32 South, Range 20 East, Hillsborough County, Florida, lying East of Cypress Creek, East-Southeast of Cypress Creek Environmental Area, South of 19th Avenue, West of U.S. Highway No. 301, and North of State Road No. 674, being more particularly described as follows:

Parcels 20B, 25B, 26B, 38B, 39B, 51B, 58B, LESS the following described parcels:

Parcels 52B, 53B, 54B, 55B, 56B, U.S. 301 Commercial, 10 acre site North of the General Telephone Company Site, Option Parcel, Purchase Parcel, Sun City Medical Arts Park, and lands more particularly described in that certain instrument recorded in Official Record Book 3758, on Page 373, of the Public Records of Hillsborough County, Florida;

LESS

SUN LAKES, as recorded in Plat Book 52, Page 17; SUN LAKES ADDITION, as recorded in Plat Book 53, Page 70; CALOOSA COUNTRY CLUB ESTATES, UNIT 1, as recorded in Plat Book 53, Page 71; SUN CITY CENTER, UNIT 46, as recorded in Plat Book 53, Page 69; CYPRESSVIEW, PHASE 1, UNIT 1, as recorded in Plat Book 54, Page 25; CALOOSA COUNTRY CLUB ESTATES, UNIT II, as recorded in Plat Book 55, Page 52, all as recorded in the Public Records of Hillsborough County, Florida;

AND

Lands more particularly described in Exhibit "B-1".

WG-G-83-111
AWM:nk

December 13, 1983
Revised December 21, 1983

- 20B Commence at the NE corner of Section 7, Township 32 South, Range 20 East, thence S. 89°40'05" W. along the North boundary of said Section 7 a distance of 50.00 feet to a point on the Westerly Right of Way boundary of U. S. Highway No. 301, said point being the point of beginning; thence S. 00°30'59" E. along said Westerly Right of Way boundary, 50 feet from and parallel to the center line of said U. S. Highway No. 301, also being the East boundary of said Section 7, a distance of 1118.70 feet to a point 200 feet North of the South boundary of the NE 1/4 of the NE 1/4 of Section 7; thence S. 89°37'54" W. a distance of 250 feet; thence N. 00°30'59" W. a distance of 300.00 feet; thence S. 89°37'54" W. a distance of 400.00 feet; thence S. 00°30'59" E. a distance of 500 feet to the South boundary of the NE 1/4 of the NE 1/4 of Section 7; thence S. 89°37'54" W. a distance of 1336.00 feet to the SW corner of the E 1/2 of the NW 1/4 of the NE 1/4 of Section 7; thence N. 00°24'43" W. along the West boundary of the E 1/2 of the NW 1/4 of the NE 1/4 of Section 7, a distance of 1319.95 feet to a point of intersection with the stated North boundary of Section 7; thence N. 00°27'02" W. into Section 6, Township 32 South, Range 20 East, a distance of 663.45 feet to the NW corner of the SE 1/4 of the SW 1/4 of the SE 1/4 of Section 6; thence N. 89°43'36" E. a distance of 1982.84 feet to a point on the stated Westerly Right of Way boundary of U. S. Highway No. 301; thence S. 00°30'59" E. along said Westerly Right of Way boundary 50 feet from and parallel to the East boundary of said Section 6, a distance of 661.42 feet to the point of beginning. LESS AND EXCEPT THE FOLLOWING:
- All of SUN CITY CENTER, UNIT 34-A, according to plat thereof recorded in Plat Book 48, page 20, of the Public Records of Hillsborough County, Florida.
- All of SUN CITY CENTER, UNIT 45, according to plat thereof recorded in Plat Book 48, page 35, of the Public Records of Hillsborough County, Florida.
- All of SUN CITY CENTER, UNIT 45, 1st ADDITION, according to plat thereof recorded in Plat Book 51, page 27 of the Public Records of Hillsborough County, Florida.
- 25B All of Section 36, Township 31 South, Range 19 East, LESS AND EXCEPT right of way for 19th Avenue described in Official Record Book 3456, page 54, and ALSO LESS AND EXCEPT lands described in Official Record Book 3470, page 19 and in Official Record Book 3470, page 23, all of the Public Records of Hillsborough County, Florida.
- 26B The S 3/4 of Section 31, Township 31 South, Range 20 East, LESS AND EXCEPT right of way for 19th Avenue as described in Official Record Book 3456, page 54; lands described in Official Record Book 3470, page 15; and LESS right of way for U. S. Highway 301 as described in the public

38B Section 1, Township 32 South, Range 19 East, LESS AND EXCEPT the following lands:

DEL WEBB's SUN CITY, UNIT 10 as recorded in Plat Book 39, page 55; DEL WEBB's SUN CITY, UNIT NO. 13, as recorded in Plat Book 40, page 32; DEL WEBB's SUN CITY, UNIT NO. 15, as recorded in Plat Book 40, page 31; DEL WEBB's SUN CITY, UNIT NO. 16, as recorded in Plat Book 40, page 92; DEL WEBB's SUN CITY, UNIT NO. 18, as recorded in Plat Book 40, page 93; DEL WEBB's SUN CITY, UNIT NO. 20, as recorded in Plat Book 41, page 49; DEL WEBB's SUN CITY, UNIT NO. 21, as recorded in Plat Book 41, page 46; DEL WEBB's SUN CITY, UNIT NO. 18-A, as recorded in Plat Book 42, page 8; DEL WEBB's SUN CITY UNIT, NO. 25, as recorded in Plat Book 42, page 15; DEL WEBB's SUN CITY, UNIT NO. 26, as recorded in Plat Book 42, page 3; DEL WEBB's SUN CITY, UNIT NO. 27, as recorded in Plat Book 42, page 25; DEL WEBB's SUN CITY, UNIT NO. 28, as recorded in Plat Book 42, page 27; DEL WEBB's SUN CITY UNIT, NO. 30, as recorded in Plat Book 42, page 92; DEL WEBB's SUN CITY, UNIT NO. 30-A, as recorded in Plat Book 43, page 16; SUN CITY CENTER, UNIT 44-A, as recorded in Plat Book 48, page 37; SUN CITY CENTER, UNIT 44-B, as recorded in Plat Book 48, page 38; North Lake and islands as same is described in O.R. Book 1736, page 257; lands described in O.R. Book 2270, page 777; and lands described in O.R. Book 1407, page 509 through 519 inclusive, all as recorded in the Public Records of Hillsborough County, Florida.

39B

Section 6, Township 32 South, Range 20 East, LESS the E 3/4 of the S 1/4 of the SE 1/4, and ALSO LESS AND EXCEPT the following described parcels:

OFF. 5291 6 955
REC. 6

Begin at the Southeast corner of Section 6, Township 32 South, Range 20 East, Hillsborough County, Florida; thence N 00°30'59" W., along the line dividing Sections 5 and 6 (center-line of U. S. 301) a distance of 661.36 ft., thence S 89°43'36" W., a distance of 1573.42 feet for Point of beginning of Water Plant Site; thence continue S 89°43'36" W., a distance of 409.42 feet to a point of intersection with the East boundary of 50 feet drainage swale; thence N 00°25'29" W., along stated boundary a distance of 438.96 feet, thence N. 89°34'31" E., a distance of 310.00 feet, thence S 00°25'29" E., a distance of 220.00 feet to a point of curvature; thence on an arc to the left of 156.82 feet with a radius of 100 feet subtended by a chord of 141.23 feet chord bearing S 45°20' 56.5" E., thence S 00°16'24" E., a distance of 120.00 feet to point of beginning.

Commencing at the Southeast corner of the Southeast 1/4 of Section 6, Township 32 South, Range 20 East, run thence North along Section line 661.36 feet, thence run West along the South boundary of the North 3/4 of the Southeast 1/4 of said Section 6 a distance of 825.00 feet, thence North 15.00 feet for Point of beginning. Run thence North 30.00 feet, thence West 20.00 feet, thence South 30.00 feet, thence East 20.00 feet to Point of beginning. All lying and being in Hillsborough County, Florida.

DEL WEBB's SUN CITY, UNIT No. 2, as recorded in Plat Book 38, page 18; DEL WEBB's SUN CITY, UNIT No. 7, as recorded in Plat Book 38, page 100; DEL WEBB's SUN CITY, UNIT No. 10, as recorded in Plat Book 39, page 55; DEL WEBB's SUN CITY, UNIT No. 15, as recorded in Plat Book 40, page 31; DEL WEBB's SUN CITY, UNIT No. 17, as recorded in Plat Book 41, page 4; DEL WEBB's SUN CITY, UNIT No. 30, as recorded in Plat Book 42, page 92; DEL WEBB's SUN CITY, UNIT Unit No. 30-A, as recorded in Plat Book 43, page 16; SUN CITY CENTER, UNIT 44-A, as recorded in Plat Book 48, page 37; SUN CITY CENTER, UNIT 34-A, as recorded in Plat Book 48, page 20; SUN CITY CENTER, UNIT 45, 1st ADDITION, as recorded in Plat Book 51, page 27; CALOOSA SUB-DIVISION, as recorded in Plat Book 51, page 41; lands described in Official Record Book 1407, page 509 through 519 inclusive; and the right of way for U. S. Highway 301, all as recorded in the Public Records of Hillsborough County, Florida.

51B That part of the West 1/2 of Section 12, Township 32 South, Range 19 East, lying North of the North Right of Way line of State Road No. 674 and lying West of the West Right of Way line of Del Webb Boulevard as shown on the plat of DEL WEBB'S SUN CITY, UNIT NO. 28 according to plat thereof, recorded in Plat Book 42 on page 27 of the Public Records of Hillsborough County, Florida, and DEL WEBB'S SUN CITY, UNIT NO. 29 according to plat thereof recorded in Plat Book 42 on page 33 of the Public Records of Hillsborough County, Florida, and LESS AND EXCEPT Lots 1 through 22 inclusive and that portion of Lot 23 lying South of the North boundary of Section 12, of Block "CH" of DEL WEBB'S SUN CITY, UNIT NO. 28 according to plat thereof, recorded in Plat Book 42 on page 27 of the Public Records of Hillsborough County, Florida, LESS AND EXCEPT the following parcels:

52B Lot 1, Block "CL" of Del Webb's SUN CITY, Florida, Unit No. 29, according to map or plat thereof recorded in Plat Book 42, Page 33, Public Records of Hillsborough County, Florida.

AND

A tract of land in Section 12, Township 32 South, Range 19 East, Hillsborough County, Florida, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Block "CL" of said Del Webb's SUN CITY, Florida, Unit No. 29, run South $0^{\circ}44'33''$ East along the West boundary of Lot 1, Block "CL" a distance of 448.59 feet to the Southwest corner of Lot 1, Block "CL" run thence South $89^{\circ}15'27''$ West, a distance of 179.99 feet; run thence North $0^{\circ}44'33''$ West a distance of 448.59 feet; run thence North $89^{\circ}15'27''$ East a distance of 179.99 feet to the Point of Beginning.

53B Right of Way for Haverford Avenue as shown on plat of DEL WEBB'S SUN CITY, UNIT, NO. 29 according to plat thereof recorded in Plat Book 42 on page 33 of the Public Records of Hillsborough County, Florida, AND FURTHER LESS AND EXCEPT:

54B A tract lying in the Northwest 1/4 of Section 12, Township 32 South, Range 19 East, Hillsborough County, Florida, described as follows:

Commence at a point on the West right-of-way line of Del Webb Boulevard as dedicated by Del Webb's SUN CITY, Florida, Unit No. 28, (Plat Book 42, page 27, Public Records of Hillsborough County, Florida), which said Point is 75.0 feet North of the centerline of the Ruskin-Wimauma Road (State Road No. 674), run thence North $0^{\circ}44'33''$ West along said West right-of-way line of Del Webb Boulevard a distance of 450.0 feet; run thence along the South right-of-way line of Riverford Avenue as dedicated by Del Webb's SUN CITY, Florida, Unit No. 29, (Plat Book 42, page 33, Public Records of Hillsborough County, Florida) along the arc of a curve to the left (radius-25.0 feet) a distance of 39.27 feet (chord-35.36 feet, chord bearing-North $45^{\circ}44'33''$ West); run thence South $89^{\circ}15'27''$ West along said South right-of-way line of Haverford Avenue a distance of 203.33 feet; run thence along said South right-of-way line of Haverford Avenue along the arc of a curve to the right (radius-2150.0 feet) a distance of 33.56 feet (chord-33.56 feet, chord bearing-South $89^{\circ}42'17''$ West); run thence South $0^{\circ}44'33''$ East a distance of 500.26 feet; run thence North $89^{\circ}15'27''$ East along the North right-of-way line of said Ruskin-Wimauma Road a distance of 236.89 feet; run thence along said West right-of-way line of Del Webb Boulevard along the arc of a curve to the left (radius-25.0 feet) a distance of 39.27 feet.

- 55B From the Southwest corner of the Northwest 1/4 of said Section 12, run South 0°03'09" East along the West boundary of said Section 12 a distance of 171.0 feet to a point on the centerline of State Road No. 674; run thence North 89°15'27" East along said centerline a distance of 162.78 feet; run thence North 0°44'33" West a distance of 50.0 feet to a point of beginning, which point is on the North right-of-way line of State Road No. 674; from said point of beginning, continue North 0°44'33" West a distance of 400.0 feet; run thence North 89°15'27" East, parallel to the North right-of-way line of State Road No. 674, a distance of 250.0 feet; run thence South 0°44'33" East a distance of 200.0 feet; run thence South 89°15'27" West a distance of 200.0 feet; run thence South 0°44'33" East a distance of 200.0 feet to a point on the North right-of-way line of State Road No. 674; run thence South 89°15'27" West along said North right-of-way line a distance of 50.0 feet to the point of beginning.
- 56B Lands more particularly described in that certain instrument recorded in Official Record Book 2270 on page 777 of the Public Records of Hillsborough County, Florida.
- 58B That part of the South 1/2 of the Northeast 1/4 of Section 7, Township 32 South, Range 20 East, lying North of the North Right of Way line of State Road 674, West of U. S. Highway No. 301 and East of SUN CITY CENTER, UNIT NO. 45, according to plat thereof, recorded in Plat Book 48 on page 85 of the Public Records of Hillsborough County, Florida; LESS AND EXCEPT THE FOLLOWING:
- That part of the South 1/2 of the Northeast 1/4, Beginning 877.58 feet West and 87 feet South of the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 32 South, Range 20 East, run thence East 15 feet, South 20 feet, West 30 feet, North 20 feet and East 15 feet to beginning;
- Right of Way for Rickenbacker East Extension as described in instrument recorded in Official Record Book 3367 on page 656 of the Public Records of Hillsborough County, Florida, and ALSO LESS Right of Way as described in instrument recorded in Official Record Book 1344 on page 752 of the Public Records of Hillsborough County, Florida;

U. S. 301 COMMERCIAL

DESCRIPTION: A parcel of land lying in the Northeast 1/4 of Section 7, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Northeast 1/4, run thence along the East boundary of said Northeast 1/4, N.00°30'59"W., 0.59 feet to the intersection with the centerline of State Road No. 674; thence along said centerline, S.89°13'19"W., 475.00 feet; thence N.00°30'59"W., 50.00 feet to a point on the North right-of-way line of said State Road No. 674, said point being the Point of Beginning; thence along said right-of-way line, S.89°13'19"W., 1.54 feet to the Southeast corner of Rickenbacker Drive East Extension, as recorded in O. R. Book 3367, Page 656, Public Records of Hillsborough County, Florida; thence along the East boundary of said Rickenbacker Drive East Extension, N.00°46'41"W., 40.00 feet; thence N.89°13'19"E., 1.72 feet; thence N.00°30'59"W., 1232.82 feet; thence N.89°36'39"E., 425.00 feet along the boundary of the property described in Official Record Book 2429, Page 188, Public Records of Hillsborough County, Florida, to a point on the West right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence S.00°30'59"E., 1171.93 feet along said West right-of-way line to a point on the aforesaid North right-of-way line of State Road No. 674; thence along said North right-of-way line the following four (4) courses: (1) S.44°21'09"W., 22.68 feet; (2) S.89°13'19"W., 138.15 feet; (3) S.00°30'59"E., 82.01 feet; (4) S.89°13'19"W., 270.86 feet to the Point of Beginning.

Containing 12.11 acres, more or less.

WG-SCN-82-119
D.P.
A.W.M.:nk

October 13, 1982
Revised February 2, 1983

10 ACRE SITE NORTH OF THE GENERAL TELEPHONE COMPANY SITE
ON U.S. 301 AT SUN CITY

DESCRIPTION: A parcel of land lying in the Northeast 1/4 of Section 7, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northeast corner of said Northeast 1/4 of Section 7, run thence S.00°30'59"E., 819.64 feet along the East boundary of said Section 7, also being the centerline of U.S. 301 (State Road No. 45); thence S.89°37'54"W., 50.00 feet to the Point of Beginning, said point being on the Westerly right-of-way line of U.S. 301; thence continuing S.89°37'54"W., 745.08 feet to a point on the Easterly right-of-way line of Del Webb Boulevard, as shown on the plat of SUN CITY CENTER, UNIT 45, 1ST ADDITION, as recorded in Plat Book 51, Page 27, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line the following two (2) courses: (1) Northerly, 282.59 feet along the arc of a curve to the right, having a radius of 835.00 feet and a central angle of 19°23'27" (chord bearing N.08°59'50"E., 281.25 feet) to a point of reverse curvature; (2) Northeasterly, 370.96 feet along the arc of a curve to the left, having a radius of 2040.00 feet and a central angle of 10°25'08" (chord bearing N.13°29'00"E., 370.45 feet; thence N.89°37'54"E., 608.98 feet to a point on the aforesaid Westerly right-of-way line of U.S. 301; thence along said Westerly right-of-way line, S.00°30'59"E., 637.17 feet to the Point of Beginning.

Containing 10.00 acres, more or less.

DP:nk

June 7, 1983

OPTION PARCEL:

From the Northwest corner of Lot 1, Block "CL" of Del Webb's SUN CITY, Florida, Unit No. 29, according to map or plat thereof recorded in Plat Book 42, Page 33, Public Records of Hillsborough County, Florida, run thence N.89°15'27"E., 174.95 feet, along the North boundary of said Lot 1, to the West boundary of a 20 foot strip of land as described in Deed Book 2270, Page 777, Public Records of Hillsborough County, Florida; thence N.00°44'33"W., 244.08 feet, along said West boundary, for a POINT OF BEGINNING; run thence S.89°15'27"W., 939.94 feet; thence N.00°44'33"W., 474.10 feet; thence N.89°15'27"E., 864.22 feet, to the Westerly boundary of a 20 foot strip of land as described in Deed Book 2270, Page 777, Public Records of Hillsborough County, Florida; thence Southerly, 412.15 feet, along the curved Westerly boundary of said 20 foot strip of land (being concave to the West, having a radius of 1108.82 feet, a central angle of 21°17'49", and a chord bearing and distance of S.11°23'28"E., 409.78 feet), to the end of said curve; thence S.00°44'33"E., 71.37 feet, along the West boundary of said 20 foot strip of land, to the Point of Beginning.

Containing 10.00 acres.

July 29, 1981

CFF. 5291 G 961
REC.

PURCHASE PARCEL

BEGINNING at the Northwest corner of Lot 1, Block "CL" of Del Webb's SUN CITY, Florida, Unit No. 29, according to map or plat thereof recorded in Plat Book 42, Page 33, Public Records of Hillsborough County, Florida; run thence S.89° 15'27"W., 179.99 feet; thence S.00°44'33"E., 448.59 feet; N.89°15'27"E., 179.99 feet to the Southwest corner of said Lot 1; thence S.01°21'30"W., 60.00 feet, along the West boundary of Haverford Avenue; thence Easterly 45.27 feet along the curved South boundary of Haverford Avenue (being concave to the North, having a radius of 2150.00 feet, a central angle of 01°12'23", and a chord bearing and distance of S.89°14'41"E., 45.27 feet); thence S.00°44'33"E., 500.94 feet to the North right-of-way line of State Road No. 674; thence S.89° 18'12"W., 680.00 feet, along said North right-of-way line; thence N.00°44' 33"W., 561.54 feet; thence S.89°15'27"W., 128.04 feet; thence N.00°44'33"W., 692.67 feet; thence N.89°15'27"E., 939.94 feet, to the West boundary of a 20 foot strip of land as described in Deed Book 2270, Page 777, Public Records of Hillsborough County, Florida; thence S.00°44'33"E., 244.08 feet; thence S.89°15'27"W., 174.95 feet, along the North boundary of Lot 1, of said Block "CL", to the Point of Beginning.

Containing 20.00 acres.

SUN CITY MEDICAL ARTS PARK

DESCRIPTION: A parcel of land lying in the West 1/2 of Section 12, Township 32 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southwest corner of the Northwest 1/4 of said Section 12, run thence along the West boundary of the Southwest 1/4 of said Section 12, S.00°01'41"E., 120.55 feet to the North right-of-way line of State Road No. 674; thence along said North right-of-way line, N.89°17'02"E., 60.97 feet to the Point of Beginning; thence N.00°44'33"W., 1439.53 feet; thence N.89°15'27"E., 249.18 feet to a point of curvature; thence Southeasterly, 396.20 feet along the arc of a curve to the right, having a radius of 370.00 feet and a central angle of 61°21'08" (chord bearing S.60°03'59"E., 377.54 feet); thence N.60°36'35"E., 60.00 feet; thence Southerly, 215.00 feet along the arc of a curve to the right, having a radius of 430.00 feet and a central angle of 28°38'52" (chord bearing S.15°03'59"E., 212.77 feet) to a point of tangency; thence S.00°44'33"E., 508.13 feet; thence N.89°15'27"E., 128.04 feet; thence S.00°44'33"E., 561.77 feet to the aforementioned North right-of-way line of State Road No. 674; thence along said North right-of-way line, S.89°17'02"W., 656.50 feet; thence N.00°42'58"W., 200.00 feet; thence N.89°17'02"E., 200.00 feet; thence N.00°42'58"W., 200.00 feet; thence S.89°17'02"W., 250.00 feet; thence S.00°42'58"E., 400.00 feet to aforesaid North right-of-way line of State Road No. 674; thence along said North right-of-way line, S.89°17'02"W., 100.72 feet to the Point of Beginning.

WG-G-83-111
AWM:nk

December 8, 1983

EXHIBIT "B-1"

The following lots in Dell Webb's SUN CITY, FLORIDA, UNIT NUMBER 30, as recorded in Plat Book 42, Page 92, Public Records of Hillsborough County, Florida:

Lots 8, 9, and 10, Block W

OFF. REC. **5291** C **963**

The following lots in Sun Lakes Subdivision as recorded in Plat Book 52, Page 17, Public Records of Hillsborough County, Florida:

Lots 1, 2, 3, 5, 6, Block 3

The following lots in Caloosa Subdivision as recorded in Plat Book 51, Page 41, Public Records of Hillsborough County, Florida:

Lots 2 and 10, Block 1

Lots 1 and 2, Block 2

Lots 1, 2, 3, 4, 5, 8, and 10, Block 3

The following lots in Caloosa Country Club Estates, Unit 1 as recorded in Plat Book 53, Page 71, Public Records of Hillsborough County, Florida:

Lot 3

The following lots in SUN CITY CENTER, UNIT 34-A, as recorded in Plat Book 48, Page 20, Public Records of Hillsborough County, Florida:

Lots 18 through 23 inclusive, 25, 26, 27, 29, 31, 33, 34, 35, 36, 37, 38, 39, and 40, Block 1

Lots 1, 5, 6, 7, 10, and 11, Block 3

Lots 1, 18, 19, 20, 21, 22, and 23, Block 4.

CFF. 5291 P. G
REC. 964

The following lots in SUN CITY CENTER, UNIT 44-A, as recorded in Plat Book 48, Page 37, Public Records of Hillsborough County, Florida:

Lots 34, 40, and 42, Block 1

The following lots in SUN CITY CENTER, UNIT 46, as recorded in Plat Book 53, Page 69, Public Records of Hillsborough County, Florida:

Lot 2, Block 1

Lots 1 through 11 inclusive, 13 through 28, Block 2

Lots 3, 7, and 33, Block 3.

The following lots in Cypressview Phase 1, Unit 1 as recorded in Plat Book 54, Page 25, Public Records of Hillsborough County, Florida:

Lots 17, 18, 20, 21, 22, 23, 27 through 36 inclusive, Block 1,
Lots 17, 19, 20, Block 2

The following lots in Caloosa Country Club Estates, Unit II, as recorded
in Plat Book 55, Page 52, Public Records of Hillsborough County, Florida:

Lots 2 and 9, Block 1

Lots 1, 2 and 8, Block 2

OFF. REC. 5291 965

OFF. REC. 5291 G 966

EXHIBIT "C" CONSISTS OF THE FOLLOWING 10 PAGES

SUN CITY SOUTH

OFF. REC. 5291 G 967

EXHIBIT "C"

DESCRIPTION: That part of Parcels 57B, 59B, 62B, and 63B, LESS Parcel 60B in Section 12, Township 32 South, Range 19 East; Section 13, Township 32 South, Range 19 East, LESS the South 2140.00 feet thereof; Section 18, Township 32 South, Range 20 East, LESS the South 2140.00 feet thereof; and Section 7, Township 32 South, Range 20 East, all in Hillsborough County, Florida, lying South of State Road No. 674, West of U.S. Highway No. 301, and East of Cypress Creek, LESS the following described parcels listed below:

Golf Villas

New Civic Center Site

W-G Office Site

State Road No. 674

Right-of-Way Reservation
Tract "B"

State Road No. 674

Right-of-Way Reservation
Tract "C"

AND

Lands more particularly described in Exhibit "C-1".

WG-G-83-111
AWM:nk

December 13, 1983

57B That part of Section 12, Township 32 South, Range 19 East, lying South of the South Right of Way line of State Road 674, LESS AND EXCEPT THE FOLLOWING:

DEL WEBB'S SUN CITY, UNIT NO. 31, according to plat thereof recorded in Plat Book 42 on page 90; SUN CITY CENTER, UNIT NO. 31-A according to plat thereof recorded in Plat Book 46 on page 78; SUN CITY CENTER UNIT, NO. 32 according to plat thereof recorded in Plat Book 45 on page 66; all of the Public Records of Hillsborough County, Florida.

Lands described in the instruments recorded in the Public Records of Hillsborough County, Florida as follows:

Official Record Book 2679, page 260,
Official Record Book 2804, page 249,
Official Record Book 3224, page 1396,
Official Record Book 3297, page 654,
Official Record Book 3400, page 1227,
Official Record Book 3400, page 1230,
Official Record Book 3600, page 1320,
Official Record Book 3600, page 1323,
Official Record Book 2844, page 832;

59B That part of Section 7, Township 32 South, Range 20 East, lying south of the South Right of Way line of State Road 674 and West of U. S. Highway No. 301, LESS AND EXCEPT THE FOLLOWING:

60B

Begin at the Northeast corner of the Southeast 1/4 of Section 7, Township 32 South, Range 20 East; South 89°13'03" West, along the center line of the Ruskin-Wimauma Road (State Road No. 674) a distance of 50.0 feet; thence South 0°30'59" East, a distance of 50.0 feet to a place of intersection with the right-of-way boundary of said Ruskin-Wimauma Road for the point of beginning; thence continue South 00°30'59" East along the West right-of-way boundary of U.S. Highway 301 (State Road 43) 50.0 feet from and parallel to the center line of U.S. Highway 301 (State Road 43) a distance of 278.38 feet to a point of curvature; then on to an arc to the right of 432.26 feet with a radius of 1374.37 feet; subtended by a chord of 430.48 feet; chord bearing South 08°29'38" West to a point of tangent; thence South 17°30'15" West continuing along the right-of-way of U.S. Highway 301 a distance of 1647.90 feet; thence North 72°29'15" West a distance of 643.48 feet; thence North 14°13'01" East a distance of 1216.35 feet to a point of curvature; thence on an arc to the right of 213.57 feet with a radius of 444.96 feet; subtended by a chord of 211.52 feet chord bearing North 27°58'02" East to a point of tangent; thence North 41°43'03" East a distance of 373.61 feet to a point of curvature; thence on an arc to the left of 285.59 feet with a radius of 385.01 feet subtended by a chord of 279.08 feet chord bearing North 20°28'03" East to a point of tangent; thence North 00°46'57" West a distance of 170.0 feet to a point of intersection with the South right-of-way boundary of the Ruskin-Wimauma Road (State Road 674); thence North 89°13'03" East along said right-of-way boundary 50.0 feet from and parallel to the center line of said Ruskin-Wimauma Road a distance of 428.61 feet to the Point of Beginning.

Lands described in those certain instruments recorded in the Public Records of Hillsborough County, Florida as follows:

Official Record Book 3005, page 452,
Official Record Book 2524, page 826,
Official Record Book 2416, page 1016,
Official Record Book 3083, page 611,
Official Record Book 3089, page 1898;

DEL WEBB'S SUN CITY, UNIT NO. 31, according to plat thereof, recorded in Plat Book 42, page 90 of the Public Records of Hillsborough County, Florida; SUN CITY CENTER UNIT, NO. 32, according to plat thereof, recorded in Plat Book 45, page 66 of the Public Records of Hillsborough County, Florida; SUN CITY CENTER UNIT, NO. 33, also known as ST. GEORGE CONDOMINIUM, according to plat thereof as recorded in Condominium Plat Book 1, page 60 of the Public Records of Hillsborough County, Florida; SUN CITY CENTER, UNIT NO. 35 according to plat thereof as recorded in Plat Book 45, page 90 of the Public Records of Hillsborough County, Florida; SUN CITY CENTER, UNIT NO. 38, also known as WESTWOOD GREENS CONDOMINIUM according to plat thereof as recorded in Condominium Plat Book 1, page 54 and Condominium Plat Book 1, page 69 of the Public Records of Hillsborough County, Florida; DEL WEBB'S SUN CITY, UNIT NO. 38-B, also known as CLUB MANOR UNIT 38-B, according to plat thereof as recorded in Plat Book 47, page 37 of the

62B Section 13, Township 32 South, Range 19 East, LESS AND EXCEPT THE FOLLOWING:

A parcel described as follows: Commencing at the Northwest corner of said Section 13; Thence, South 0°33'28" West, along the West line of said Section 13, a distance of 936.47 feet for a POINT OF BEGINNING: Thence, North 55°10'00" East, a distance of 474.36 feet; Thence, South 34°50'00" East, a distance of 1210 feet, more or less, to the thread of the stream of Cypress Creek; Thence, meander Southeasterly, along the centerline of said thread of stream of Cypress Creek to a point in a line which is 3204.38 feet Southerly of, as measured at right angles to, the North line of Section 13; Thence, due West, a distance of 1995 feet, more or less, to a point on the West line of the South one-half of said Section 13; Thence, North 0°33'28" East, along said West line of the South one-half of said Section 13, a distance of 506.21 feet to the Northwest corner of the Southwest quarter of said Section 13; Thence, North 0°33'28" East, along the West line of the North one-half of said Section 13, a distance of 1774.37 feet to the POINT OF BEGINNING.

Lands described in the following instruments recorded in the Public Records of Hillsborough County, Florida:

Official Record Book 2804, Page 249
 Official Record Book 3400, Page 1227
 Official Record Book 3600, Page 1320
 Official Record Book 2679, Page 260

SUN CITY CENTER, UNIT 31-A, as per plat thereof recorded in Plat Book 46, Page 78, Public Records of Hillsborough County, Florida and SUN CITY CENTER, UNIT 32, as per plat thereof recorded in Plat Book 45, Page 66, Public Records of Hillsborough County, Florida.

AND LESS AND EXCEPT right of way for Kings Blvd.

63B Section 18, Township 32 South, Range 20 East, lying West of the Westerly Right of Way line of U.S. Highway 301, LESS AND EXCEPT the following:

SUN CITY CENTER, UNIT NO. 32, as per map or plat thereof recorded in Plat Book 45, Page 66, Public Records of Hillsborough County, Florida and SUN CITY CENTER, UNIT NO. 35, as per plat thereof recorded in Plat Book 45, Page 90, Public Records of Hillsborough County, Florida.

GOLF VILLAS

DESCRIPTION: A tract of land lying in the Southwest 1/4 of Section 7 and in the Northwest 1/4 of Section 18 in Township 32 South, Range 20 East, Hillsborough County, Florida, said tract described as follows:

From the Northwest corner of said Section 18, run thence N.89°24'14"E., 536.15 feet along the line between said Section 7 and 18 to the Point of Beginning; thence Northeasterly, 194.23 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 24°43'50" (chord bearing N.56°29'30"E., 192.73 feet) to a point of tangency; thence N.68°51'25"E., 22.79 feet to a point of curvature; thence Northeasterly 26.18 feet along the arc of a curve to the left having a radius of 570.87 feet and a central angle of 02°37'39" (chord bearing N.67°32'35"E., 26.18 feet) to a point of reverse curvature; thence Southeasterly 36.96 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 84°42'14" (chord bearing S.71°25'07"E., 33.68 feet) to a point of tangency; thence S.29°04'00"E., 43.44 feet to a point of curvature; thence Southeasterly, 825.22 feet along the arc of a curve to the left having a radius of 1030.00 feet and a central angle of 45°54'16" (chord bearing S.52°01'08"E., 803.32 feet); thence S.15°01'44"W., 126.17 feet; thence S.46°00'00"W., 800.00 feet; thence N.89°16'00"W., 725.00 feet; thence N.25°00'00"E., 100.36 feet to a point of curvature; thence Northeasterly 316.34 feet along the arc of a curve to the left having a radius of 725.00 feet and a central angle of 25°00'00" (chord bearing N.12°30'00"E., 313.84 feet) to a point of tangency; thence North 134.57 feet to a point of curvature; thence Northeasterly 266.45 feet along the arc of a curve to the right having a radius of 400.00 feet and a central angle of 38°10'00" (chord bearing N.19°05'00"E., 261.55 feet) to a point of tangency; thence N.38°10'00"E., 346.50 feet to a point of curvature; thence Northeasterly 46.81 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 05°57'35" (chord bearing N.41°08'47"E., 46.79 feet) to the Point of Beginning.

Containing 22.28 acres, more or less.

June 29, 1982
Revised February 11, 1983

WFT:drl
WG-GV-82-102

SUN CITY SOUTH

NEW CIVIC CENTER SITE

DESCRIPTION: A parcel of land lying in Section 13, Township 32 South, Range 19 East and Section 18, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of said Section 18, Township 32 South, Range 20 East, run thence along the West boundary of said Section 18, S.01°53'58"E., 1090.46 feet; thence S.25°00'00"W., 579.64 feet to a point of curvature; thence Southwesterly, 290.69 feet along the arc of a curve to the left, having a radius of 2000.00 feet and a central angle of 08°19'40" (chord bearing S.20°50'10"W., 290.44 feet); thence S.73°19'40"E., 93.48 feet; thence S.16°40'20"W., 25.00 feet to the Point of Beginning; thence Southeasterly, 103.21 feet along the arc of a curve to the right, having a radius of 675.00 feet and a central angle of 08°45'40" (chord bearing S.58°56'50"E., 103.11 feet) to a point of tangency; thence S.64°34'00"E., 899.99 feet to a point of curvature; thence Southeasterly, 150.92 feet along the arc of a curve to the right, having a radius of 375.00 feet and a central angle of 23°03'34" (chord bearing S.53°02'13"E., 149.91 feet) to a point of tangency; thence S.41°30'26"E., 143.41 feet; thence Southwesterly, 504.04 feet along the arc of a curve to the right, having a radius of 1855.00 feet and a central angle of 15°34'06" (chord bearing S.57°02'57"W., 502.49 feet) to a point of tangency; thence S.64°50'00"W., 762.69 feet; thence Northerly, 1228.15 feet along the arc of a curve to the right, having a radius of 1950.00 feet and a central angle of 36°05'10" (chord bearing N.02°57'33"W., 1207.95 feet) to a point of compound curvature; thence Northeasterly, 39.92 feet along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 91°29'18" (chord bearing N.60°55'41"E., 35.81 feet) to a point of tangency; thence S.73°19'40"E., 17.83 feet to the Point of Beginning.

Containing 20.00 acres, more or less.

WG-G-83-111
AWM:nk

November 29, 1983

W-G OFFICE SITE

OFF. 5291 G 973
REC.

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 12, Township 32 South, Range 19 East, and in the Southwest 1/4 of Section 7, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northeast corner of said Southeast 1/4 of Section 12; run thence S.00°18'44"E., 85.75 feet along the East boundary of said Section 12; thence S.00°46'57"E., 122.76 feet, along the Westerly right-of-way line of South Pebble Beach Boulevard and its extension, to a point of curvature; thence Southerly 7.52 feet along the arc of a curve to the left having a radius of 1168.65 feet (chord bearing S.00°58'01"E., 7.52 feet) to the Point of Beginning; thence continuing Southerly, 394.05 feet along the arc of a curve to the left having a radius of 1168.65 feet (chord bearing S.10°43'43"E., 393.11 feet); thence along the Northwesterly boundary of Block EA, DEL WEBB'S SUN CITY, FLORIDA UNIT NUMBER 31, as recorded in Plat Book 42, Page 90, Public Records of Hillsborough County, Florida, Southwesterly, 475.34 feet along the arc of a curve to the left having a radius of 3334.35 feet (chord bearing S.57°51'49"W., 474.94 feet); thence N.44°18'53"W., 530.80 feet; thence N.00°17'23"W., 250.00 feet to a point on a line lying 180.00 feet South of the centerline of State Road 674; thence N.89°15'27"E., 701.13 feet along said line to the Point of Beginning.

Containing 8.00 acres, more or less.

WG-G-82-113
AWM:sam

December 29, 1982

OFF. 5291 G 974
REC.

STATE ROAD NO. 674
RIGHT-OF-WAY RESERVATION
TRACT "B"

DESCRIPTION: A tract of land in the Southeast 1/4 of Section 12, Township 32 South, Range 19 East, Hillsborough County, Florida, 130.00 feet wide, lying South of and adjacent to the South right-of-way line of State Road No. 674, West of the West right-of-way line of South Pebble Beach Boulevard, and East of a line 1700.00 feet West of and parallel with the East boundary of said Section 12.

WG-C-82-113
AWM:sam

December 29, 1982

CFR. 5291 P. G 975
REC.

STATE ROAD NO. 674
RIGHT-OF-WAY RESERVATION
TRACT "C"

DESCRIPTION: A tract of land lying in Section 7, Township 32 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of Sun City Center, Unit 35, as recorded in Plat Book 45, Page 90, Public Records of Hillsborough County, Florida; run thence along a line 250.00 feet South of and parallel with the South right-of-way line of State Road No. 674, S.89°13'03"W., 2216.71 feet; thence N.00°46'57"W., 250.00 feet to said South right-of-way line of State Road No. 674; thence along said South right-of-way line, N.89°13'03"E., 4754.48 feet; thence S.00°46'57"E., 250.00 feet, to the Northeast corner of aforesaid Sun City Center, Unit 35; thence along the North boundary of said Sun City Center, Unit 35, 250.00 feet South of and parallel with aforesaid South right-of-way line of State Road No. 674, S.89°13'03"W., 2537.77 feet to the Northwest corner of said Sun City Center, Unit 35, and the Point of Beginning.

WG-G-82-113
AWM:sam

December 29, 1982

The following lots in Sun City Center, Unit 35 as recorded in Plat Book 45, Page 90, Public Records of Hillsborough County, Florida:

Lots 1, 2, and 4, Block A
Lots 1, 2, 8, 10, 12, 13, 15, 16, 17, 19
20, 21, 22, 23, 24, 25, 31, and 32, Block C
Lots 1 through 9 inclusive, 13, 23, 26, 28
through 45 inclusive, 47, 48, and 49, Block D
Lots 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, and
17, Block E

SUN CITY SOUTH

EXHIBIT "D-1"

OFF. REC. 5291 G 977

DESCRIPTION: The North 535.00 feet of the South 2140.00 feet of Section 13, Township 32 South, Range 19 East, Hillsborough County, Florida, lying East of Cypress Creek, AND the North 535.00 feet of the South 2140.00 feet of Section 18, Township 32 South, Range 20 East, Hillsborough County, Florida, lying West of U.S. Highway No. 301.

WG-G-83-111
AWM:nk

November 30, 1983

SUN CITY SOUTH

OFF. REC. 5291 G 978

EXHIBIT "D-2"

DESCRIPTION: The North 535.00 feet of the South 1605.00 feet of Section 13, Township 32 South, Range 19 East, Hillsborough County, Florida, lying East of Cypress Creek, AND the North 535.00 feet of the South 1605.00 feet of Section 18, Township 32 South, Range 20 East, Hillsborough County, Florida, lying West of U.S. Highway No. 301.

WG-G-83-111
AWM:nk

November 22, 1983

SUN CITY SOUTH

OFF. REC. 5291 G 979

EXHIBIT "D-3"

DESCRIPTION: The North 535.00 feet of the South 1070.00 feet of Section 13, Township 32 South, Range 19 East, Hillsborough County, Florida, lying East of Cypress Creek, AND the North 535.00 feet of the South 1070.00 feet of Section 18, Township 32 South, Range 20 East, Hillsborough County, Florida, lying West of U.S. Highway No. 301.

WG-G-83-111
AWM:nk

November 22, 1983

SUN CITY SOUTH

OFF. REC. 5291 P.G. 980

EXHIBIT "D-4"

DESCRIPTION: The South 535.00 feet of Section 13, Township 32 South, Range 19 East, Hillsborough County, Florida, lying East of Cypress Creek, AND the South 535.00 feet of Section 18, Township 32 South, Range 20 East, Hillsborough County, Florida, lying West of U.S. Highway No. 301.

WG-G-83-111
AWM:nk

November 22, 1983

SUN CITY SOUTH

OFF. REC. 5291 G 981

EXHIBIT "D-5"

DESCRIPTION: The North 750.00 feet of Section 24, Township 32 South, Range 19 East, Hillsborough County, Florida, lying East of Cypress Creek, AND the North 750.00 feet of Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida, lying West of U.S. Highway No. 301, LESS a parcel of land lying in the Northwest 1/4 of said Section 19, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of Section 19, Township 32 South, Range 20 East, run thence N.89°59'38"E., 2706.63 feet along the North boundary of said Section 19 to the Northeast corner of the Northwest 1/4 of said Section 19; thence continue along said North boundary of Section 19, N.88°55'51"E., 38.80 feet to a point on the Westerly right-of-way line of U.S. Highway No. 301; thence S.17°20'43"W., 578.51 feet along said Westerly right-of-way line to the Point of Beginning; thence continue along said Westerly right-of-way line, S.17°20'43"W., 208.00 feet; thence S.89°59'38"W., 188.39 feet along a line parallel with and 750.00 feet South of the North boundary of the aforesaid Section 19; thence N.00°00'22"W., 198.54 feet; thence N.89°59'38"E., 250.42 feet to the Point of Beginning.

WG-G-83-111
AWM:nk

November 22, 1983

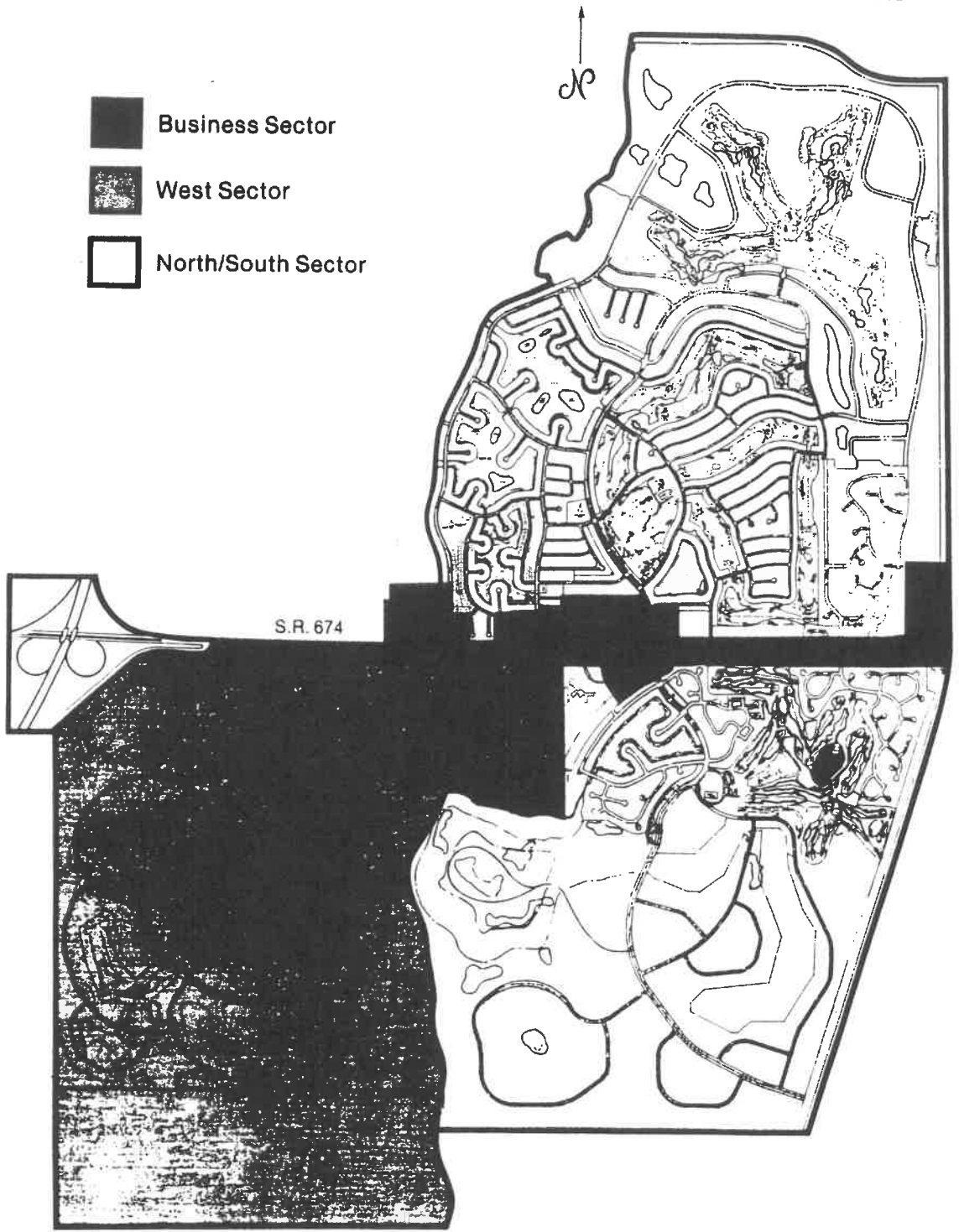


EXHIBIT E

Action plan for soliciting current residents to adopt the MCA and Use covenants. ✓
approved by the C/A

1. An Advisory Committee of two W-G officers and two residents, to be responsible for all aspects of Public Relations to include but not limited to:
 - a. Publication and distribution of explanatory letter and fact sheet to all residents.
 - b. Institute press coverage in The Sun or other appropriate local publications.
 - c. Hold "Town Meetings" to answer questions.
 - d. Provide speakers to various service organizations to make presentations and answer questions.
2. W-G to provide legal documents to be signed by residents - cost of recording will be borne by individual residents. ✓
3. W-G will provide personnel and space for actual signing dates and times.
4. Advisory committee to meet at least twice a month for one year to assess results and plan strategy for the campaign.

R.H.

GOLF VILLAS

DESCRIPTION: A tract of land lying in the Southwest 1/4 of Section 7 and in the Northwest 1/4 of Section 18 in Township 32 South, Range 20 East, Hillsborough County, Florida, said tract described as follows:

From the Northwest corner of said Section 18, run thence N. 89°24'14"E., 536.15 feet along the line between said Section 7 and 18 to the Point of Beginning; thence Northeasterly, 194.23 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 24°43'50" (chord bearing N. 56°29'30"E., 192.73 feet) to a point of tangency; thence N. 68°51'25"E., 22.79 feet to a point of curvature; thence Northeasterly 26.18 feet along the arc of a curve to the left having a radius of 570.87 feet and a central angle of 02°37'39" (chord bearing N. 67°32'35"E., 26.18 feet) to a point of reverse curvature; thence Southeasterly 36.96 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 84°42'14" (chord bearing S. 71°25'07"E., 33.68 feet) to a point of tangency; thence S. 29°04'00"E., 43.44 feet to a point of curvature; thence Southeasterly, 825.22 feet along the arc of a curve to the left having a radius of 1030.00 feet and a central angle of 45°54'16" (chord bearing S. 52°01'08"E., 803.32 feet); thence S. 15°01'44"W., 126.17 feet; thence S. 46°00'00"W., 800.00 feet; thence N. 89°16'00"W., 725.00 feet; thence N. 25°00'00"E., 100.36 feet to a point of curvature; thence Northeasterly 316.34 feet along the arc of a curve to the left having a radius of 725.00 feet and a central angle of 25°00'00" (chord bearing N. 12°30'00"E., 313.84 feet) to a point of tangency; thence North 134.57 feet to a point of curvature; thence Northeasterly 266.45 feet along the arc of a curve to the right having a radius of 400.00 feet and a central angle of 38°10'00" (chord bearing N. 19°05'00"E., 261.55 feet) to a point of tangency; thence N. 38°10'00"E., 346.50 feet to a point of curvature; thence Northeasterly 46.81 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 05°57'35" (chord bearing N. 41°08'47"E., 46.79 feet) to the Point of Beginning.

Containing 22.28 acres, more or less.

June 29, 1982
 Revised February 11, 1983

WFT:drl
 WG-GV-82-102

CONTRACT FOR SALE AND PURCHASE

W-G DEVELOPMENT CORP., a Florida corporation, P.O. Box 5898, Sun City Center, Florida 33570
SUN CITY CENTER CIVIC ASSOCIATION, INC., a Florida corporation not-for-profit

herby agree that the Seller and Buyer shall buy the following property upon the following terms and conditions WHICH INCLUDE the Standards For Real Estate Transactions of the State of Florida as set forth in the Florida Real Estate Law, Chapter 489, F.S., and the Rules and Regulations of the Florida Board of Real Estate, Chapter 61G, F.A.C.

I. DESCRIPTION: (a) Legal description of real estate ("Property") located in Hillsborough County, Florida.

SEE EXHIBIT A ATTACHED HERETO, AND MADE A PART HEREOF.

OFF. REC. 5291 985

(b) Street address, if any, of the Property being conveyed is
(c) Personal property included:

II. PURCHASE PRICE: [TO BE COMPUTED IN ACCORDANCE WITH THAT CERTAIN OPTION CONTAINED IN THE AGREEMENT DESCRIBED BELOW IN ARTICLE XIII]

(a) Deposit(s) to be held in escrow by
(b) Subject to AND assumption of Mortgage in favor of
(c) Purchase money mortgage and note bearing interest at
(d) Other
(e) Balance to close (U.S. cash, certified or cashier's check) subject to adjustments and provisions

TOTAL

III. FINANCING: If the purchase price or any part thereof is to be financed by a third party loan, this Contract for Sale and Purchase, the proceeds to be advanced upon the Buyer obtaining a firm commitment for said loan within
IV. TITLE EVIDENCE: Within 30 days from date of Contract, Seller shall, at his expense, deliver to Buyer or his attorney, in accordance with Standard A, either (CHECK) (1) or (2): (1) abstract, or (2) title insurance commitment with fee owner's title policy premium to be paid by Seller at closing.

V. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: If this offer is not accepted by both of the parties hereto on or before the date of closing, this offer shall be null and void. The date of Contract ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on the
VII. RESTRICTIONS, EASEMENTS, LIMITATIONS: The Buyer shall take title subject to: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; Restrictions and matters appearing on the plat or otherwise common to the subdivision; Public utility easements of record, (provided said easements are located contiguous throughout the property lines and are not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise specified herein); Taxes for year of closing and subsequent years, assumed mortgages and purchase money mortgages, if any;

provided, however, that none of the foregoing shall prevent use of the Property for the purpose of
VIII. OCCUPANCY: Seller represents that there are no parties in occupancy other than Seller, but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) shall be disclosed pursuant to Standard G. Seller agrees to deliver occupancy of Property at the time of closing unless otherwise specified below. If occupancy is to be delivered prior to closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance thereof from said date, and shall be deemed to have accepted the Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise noted in writing.

IX. ASSIGNABILITY: (CHECK ONE) Buyer may assign may not assign. Contract.
X. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control over printed provisions in conflict therewith.

XI. INSULATION RIDER: If Contract is used for the sale of a new residence, the Insulation Rider shall be attached hereto and made a part hereof.

II. SPECIAL CLAUSES:
Subject to the terms and provisions of that certain Agreement between SUN CITY CENTER CIVIC ASSOCIATION, INC., a Florida corporation not-for-profit and W-G DEVELOPMENT CORP., a Florida corporation, with an Effective Date of

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.
IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR
Copyright 1981 by The Florida Bar and the Florida Association of REALTORS

WITNESSES: (Two recommended but NOT required)
Executed by Buyer on
SUN CITY CENTER CIVIC ASSOCIATION, INC.
By: (SEAL)
(Buyer)
(Buyer)

WITNESSES: (Two recommended but NOT required)
Executed by Seller on
W-G DEVELOPMENT CORP.
By: (SEAL)
(Seller)
(Seller)

spost(s) under II (a) received; if check, subject to clearance.
(Escrow Agent)

BOKERAGE FEE: Seller agrees to pay the registered real estate Broker named below, at time of closing, from the disbursement of the proceeds of sale, an amount of % of gross purchase price or \$ for his services in effecting the sale by finding a Buyer ready, willing and able to purchase pursuant to the foregoing Contract. In the event Buyer fails to perform and deposit(s) is retained, 50% thereof, but not exceeding the Broker's fee above computed, shall be paid to the Broker, as full consideration for Broker's services including costs expended by Broker, and the balance shall be paid to Seller. If the transaction shall not be closed because of refusal or failure of Seller to perform, the Seller shall pay said fee in full to Broker on demand.

(Name of Broker) (SEAL) (SEAL)

SUN CITY NORTH COURSE

OFF. REC. 5291 C G 987

EXHIBIT "A"

DESCRIPTION: Parcels of land lying in Section 1, Township 32 South, Range 19 East, and Section 12, Township 32 South, Range 19 East, and Section 6, Township 32 South, Range 20 East, and Section 7, Township 32 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Parcels 28B, 29B, 30B, 31B, 32B, and 33B, LESS the following described parcels:

Parcels 34B, 35B, 36B, and 37B.

28B DESCRIPTION OF A GOLF COURSE EAST OF PEBBLE BEACH BLVD. SOUTH OF LAJOLLA AVE. AND NORTH AND WEST OF CHERRY HILLS DRIVE, DEL WEBB'S SUN CITY, FLORIDA:

Commence at the Northwest Corner of Lot 1, Block A, Del Webb's Sun City, Florida, Unit No. 1 as recorded in Plat Book 37, Page 89, Public Records of Hillsborough County, Florida, thence on an arc to the right of 421.52 feet along the West boundary of Unit No. 1 with a radius of 650.0 feet subtended by a chord of 414.17 feet, chord bearing South 12 degrees 28 minutes 15 seconds West, to a point of reverse curvature; thence on an arc to the left of 395.36 feet, continuing along stated West boundary of Unit No. 1 with a radius of 1730.0 feet subtended by a chord of 394.5 feet chord bearing South 24 degrees 30 minutes 06 seconds West, to a point of reverse curvature; thence on an arc to the right of 77.51 feet with a radius of 1470.00 feet, subtended by a chord of 77.50 feet, chord bearing South 19 degrees 27 minutes 55 seconds West, to the Southwest corner of Lot 12, Block A, Del Webb's Sun City, Florida, Unit No. 1; thence South 72 degrees 26 minutes 14 seconds West, a distance of 699.07 feet; thence South 53 degrees 10 minutes 40 seconds West, a distance of 120.0 feet to a point of intersection with the East right of way boundary of a 100-foot road dedication (Pebble Beach Blvd.); thence on an arc to the right of 593.86 feet along stated East boundary with a radius of 3100.0 feet subtended by a chord of 592.96 feet chord bearing North 31 degrees 20 minutes 03 seconds West, to a point on curve; thence North 63 degrees 59 minutes 23 seconds East, a distance of 162.76 feet; thence North 26 degrees 06 minutes 47 seconds West, a distance of 163.79 feet; thence South 63 degrees 50 minutes 55 seconds West, a distance of 157.68 feet to a point of intersection with the aforementioned East boundary of Pebble Beach Blvd. and a point on curve; thence on an arc to the right of 77.07 feet with a radius of 3100.0 feet subtended by a chord of 77.07 feet; chord bearing North 22 degrees 06 minutes 44 seconds West, to a point of compound curvature; thence on an arc to the right of 39.72 feet with a radius of 25.0 feet; subtended by a chord of 35.67 feet, chord bearing North 24 degrees 06 minutes 45 seconds East, to a point of reverse curvature and a point of intersection with the South boundary of a 60-foot road dedication (Proposed Lajolla Ave.); thence on an arc to left of 199.43 feet along stated South boundary with a radius of 330.00 feet subtended by a chord of 196.40 feet chord bearing North 52 degrees 18 minutes 45 seconds East, to a point of tangency; thence North 35 degrees 00 minutes 00 seconds East, continuing along South boundary a distance of 565.0 feet to a point of curvature;

thence on an arc to the right of 131.60 feet with a radius of 870.0 feet; subtended by a chord of 131.47 feet, chord bearing North 39 degrees 20 minutes 00 seconds East, to a point on curve; thence South 46 degrees 20 minutes 00 seconds East, a distance of 100.0 feet to a point on curve; thence on an arc to the right of 462.32 feet with a radius of 770.0 feet subtended by a chord of 455.40 feet chord bearing North 60 degrees 52 minutes 02 seconds East, to a point of tangency; thence North 78 degrees 04 minutes 04 seconds East, a distance of 102.31 feet, to a point of curvature; thence on an arc to the left of 81.66 feet with a radius of 400.0 feet subtended by a chord of 81.52 feet chord bearing North 72 degrees 13 minutes 08.5 seconds East, to a point on curve; thence South 31 degrees 30 minutes 49 seconds East, a distance of 77.28 feet; thence North 59 degrees 36 minutes 37 seconds East, a distance of 100.0 feet to a point on curve and point of intersection with the West right of way boundary of a 60-foot road dedication (Cherry Hills Drive); thence on an arc to the right of 82.98 feet along stated West boundary with a radius of 2070.0 feet; subtended by a chord of 82.98 feet chord bearing South 29 degrees 14 minutes 28.5 seconds East, to a point on curve; thence South 61 degrees 54 minutes 26 seconds West, a distance of 100.0 feet to a point on curve; thence on an arc to the right of 248.80 feet with a radius of 1970.0 feet subtended by a chord of 248.63 feet chord bearing South 24 degrees 28 minutes 29 seconds East, to a point of compound curvature; thence on an arc to the right of 34.87 feet with a radius of 650.0 feet subtended by a chord of 34.87 feet; chord bearing South 19 degrees 19 minutes 11 seconds East, to a point on curve; thence North 72 degrees 13 minutes 02 seconds East, a distance of 100.0 feet to a point on curve and a point of intersection with the aforementioned West Right of Way boundary of Cherry Hills Drive; thence on an arc to the right of 152.83 feet along stated West boundary with a radius of 750.0 feet subtended by a chord of 152.57 feet; chord bearing South 11 degrees 56 minutes 41.5 seconds East, to a point on curve; said point being the Northeast corner of Lot 1, Block A, Del Webb's Sun City, Florida, Unit No. 1; thence South 83 degrees 53 minutes 35 seconds West, along the North boundary of Lot 1, Block A, a distance of 100.0 feet to Point of Beginning;

Together with the Pro Shop Area described as follows:

Begin at the Southwest Corner of Lot 12 in Block A, of Del Webb's Sun City, Florida, Unit No. 1, as recorded in Plat Book 37, Page 89, Public Records of Hillsborough County, Florida; thence South 72 degrees 26 minutes 14 seconds West, a distance of 699.07 feet, thence South 53 degrees 10 minutes 40 seconds West, a distance of 120 feet, to a point of intersection with the East Right of Way boundary of Pebble Beach Boulevard, (100 feet road dedication) thence on an arc to the right of 593.86 feet with a radius of 3100 feet, subtended by a chord of 592.96 feet, chord bearing North 31 degrees 20 minutes 03 seconds West, to the Southwest corner of area being described and Point of Beginning. Thence continue along stated arc to the right of 163.49 feet with a radius of 3100 feet, subtended by a chord of 163.47 feet, chord bearing North 24 degrees 20 minutes 07 seconds West, thence North 63 degrees 50 minutes 55 seconds East, a distance of 157.68 feet, thence South 26 degrees 06 minutes 47 seconds East, a distance of 163.79 feet, thence South 63 degrees 59 minutes 23 seconds West, a distance of 162.76 feet to Point of Beginning. LESS AND EXCEPT the following:

Lands described in O.R. Book 3177, page 1393 of the Public Records of Hillsborough County, Florida.

29B DESCRIPTION OF GOLF COURSE, NORTH OF OJAI AVENUE AND SOUTH OF LAJOLLA AVENUE, DEL WEBB'S SUN CITY, FLORIDA:

Begin at the Northwest Corner of Lot 33, Block L, Del Webb's Sun City, Florida, Unit No. 2 as recorded in Plat Book 38, Page 18, of the Public Records of Hillsborough County, Florida, thence on an arc to the left of 157.24 feet, with a radius of 2,230.00 feet, subtended by a chord of 157.20 feet, chord bearing North 26 degrees 07 minutes 43 seconds West, to a point at the Northernmost Corner of Lot 36, Block L, Del Webb's Sun City, Florida, Unit No. 2, thence South 61 degrees 51 minutes 00 seconds West, a distance of 100.0 feet to a point of intersection with the Eastern Right-of-Way boundary of a 60-foot road dedication (Cherry Hills Drive) and a point on curve; thence on an arc to the left of 92.94 feet along stated Eastern boundary with a radius of 2130.00 feet subtended by a chord of 92.93 feet, chord bearing North 29 degrees 24 minutes 00 seconds West, to a point on curve; thence North 59 degrees 21 minutes 00 seconds East, along the South boundary of Lot 1, Block LL, Del Webb's Sun City, Florida, Unit No. 7 as recorded in Plat Book 38, Page 100, Public Records of Hillsborough County, Florida a distance of 100.0 feet; thence on an arc to the left of 68.81 feet, with a radius of 2,230.00 feet, subtended by a chord of 68.81 feet, chord bearing North 31 degrees 32 minutes 02.5 seconds West, to a point on curve; thence on an arc to the right of 30.53 feet, with a radius of 270.00 feet, subtended by a chord of 30.51 feet, chord bearing North 74 degrees 24 minutes 05.5 seconds East, to a point of reverse curvature; thence on an arc to the left of 1,416.01 feet, with a radius of 2,530.00 feet, subtended by a chord of 1,397.60 feet, chord bearing North 61 degrees 36 minutes 25 seconds East, to a point of reverse curvature; thence on an arc to the right of 857.00 feet, with a radius of 770.00 feet, subtended by a chord of 813.45 feet, chord bearing North 77 degrees 27 minutes 28 seconds East, to a point of tangency; thence run South 70 degrees 39 minutes 27 seconds East, a distance of 240.59 feet, to a point of curvature; thence on an arc to the left of 262.87 feet, with a radius of 490.00 feet, subtended by a chord of 259.73 feet, chord bearing South 86 degrees 01 minutes 34.5 seconds East, to a point on curve; thence on an arc to the right of 245.87 feet, with a radius of 897.78 feet, subtended by a chord of 245.10 feet, chord bearing South 8 degrees 16 minutes 13 seconds East, to a point of tangency; thence run South 0 degrees 25 minutes 29 seconds East, a distance of 115.68 feet; thence run South 89 degrees 34 minutes 31 seconds West, a distance of 126.70 feet, to a point of curvature; thence on an arc to the right of 12.70 feet, with a radius of 839.54 feet, subtended by a chord of 12.70 feet, chord bearing North 89 degrees 59 minutes 29 seconds West, thence South 00 degrees 26 minutes 31 seconds West, a distance of 100.0 feet to a point on curve and a point of intersection with the North Right-of-Way boundary of a 60-foot road dedication (Ojai Avenue); thence on an arc to the right of 72.19 feet along stated North boundary with a radius of 939.54 feet subtended by a chord of 72.19 feet, chord bearing North 87 degrees 21 minutes 25 seconds West, to a point on curve; thence North 04 degrees 50 minutes 39 seconds East, along the East boundary of Lot 1, Block L, Del Webb's Sun City, Florida, Unit No. 2, a distance of 100.0 feet to the Northeast Corner of Lot 1, Block L, Del Webb's Sun City, Florida, Unit No. 2, thence along the North boundary of Del Webb's Sun City, Florida, Unit No. 2, on an arc to the right of 186.66 feet, with a radius of 839.54 feet, subtended by a chord of 186.28 feet; chord bearing North 78 degrees 47 minutes 11 seconds West, to a point of reverse curvature; thence on an arc to the left of 845.65 feet, with a radius of 830.00 feet, subtended by a chord of 809.55 feet, chord bearing South 78 degrees 23 minutes 42 seconds West, to a point of reverse curvature; thence on an arc to the right of 858.52 feet,

with a radius of 2,920.00 feet, subtended by a chord of 855.43 feet, chord bearing South 57 degrees 37 minutes 46 seconds West, to a point of compound curvature; thence on an arc to the right of 323.51 feet, with a radius of 780.00 feet, subtended by a chord of 321.20 feet, chord bearing South 77 degrees 56 minutes 05 seconds West, to a point of reverse curvature; thence on an arc to the left of 208.57 feet, continuing along the North boundary of Del Webb's Sun City, Florida, Unit No. 2, with a radius of 781.26 feet, subtended by a chord of 207.95 feet, chord bearing South 82 degrees 10 minutes 08 seconds West, to the Point of Beginning.

30B DESCRIPTION OF GOLF COURSE, SOUTH OF DESERT HILLS WAY, EAST OF HACIENDA DRIVE AND WEST OF EL RANCHO DRIVE (PROPOSED), DEL WEBB'S SUN CITY, FLORIDA:

Beginning at the Northwest Corner of Lot 52, Block G, Del Webb's Sun City, Florida, Unit No. 1, as recorded in Plat Book 37, Page 89, of the Public Records of Hillsborough County, Florida, thence South 18 degrees 40 minutes 12 seconds East, along the South boundary of Del Webb's Sun City, Florida, Unit No. 1, a distance of 25.00 feet, to a point of curvature; thence on an arc to the right of 281.50 feet, with a radius of 470.00 feet, subtended by a chord of 277.31 feet, chord bearing South 01 degrees 30 minutes 43 seconds East, to a point of reverse curvature; thence on an arc to the left of 422.26 feet, with a radius of 205.00 feet, subtended by a chord of 351.47 feet, chord bearing South 43 degrees 21 minutes 48.5 seconds East, to a point of reverse curvature; thence on an arc to the right of 490.20 feet, with a radius of 1,070.00 feet, subtended by a chord of 485.93 feet, chord bearing South 89 degrees 14 minutes 54.5 seconds East, to a point of reverse curvature; thence on an arc to the left of 393.81 feet, with a radius of 205.00 feet, subtended by a chord of 335.99 feet, chord bearing North 48 degrees 50 minutes 32 seconds East, to a point of reverse curvature; thence on an arc to the right of 664.93 feet, with a radius of 3,070.00 feet, subtended by a chord of 663.63 feet, chord bearing North 00 degrees 00 minutes 47.5 seconds East, to a point of reverse curvature; thence on an arc to the left of 288.69 feet, continuing along the South and East boundary of Del Webb's Sun City, Florida, Unit No. 1, with a radius of 3,330.00 feet, subtended by a chord of 288.60 feet, chord bearing North 03 degrees 44 minutes 04 seconds East, to a point on curve at the Northeast corner of Lot 23, Block G, Del Webb's Sun City, Florida, Unit No. 1, being also a point at the Southeast Corner of Lot 22, Block G, Del Webb's Sun City, Florida, Unit No. 2, as recorded in Plat Book 38, Page 18, of the Public records of Hillsborough County, Florida; thence on an arc to the left of 212.86 feet, along the East boundary of Del Webb's Sun City, Florida, Unit 2, with a radius of 3,330.00 feet, subtended by a chord of 212.84 feet, chord bearing North 00 degrees 34 minutes 50 seconds West, to a point of tangency; thence run North 02 degrees 24 minutes 43 seconds West, a distance of 626.27 feet, to a point of curvature; thence on an arc to the right of 569.28 feet, with a radius of 2,270.00 feet, subtended by a chord of 567.79 feet, chord bearing North 04 degrees 46 minutes 21 seconds East, to a point of tangency; thence run North 11 degrees 57 minutes 25 seconds East, a distance of 65.72 feet; thence run South 78 degrees 02 minutes 35 seconds East, continuing along the East boundary line of Del Webb's Sun City, Florida, Unit No. 2, a distance of 79.33 feet, to a point at the Southeast corner of Lot 1, Block G, Del Webb's Sun City, Florida, Unit No. 2; thence North 06 degrees 01 minutes 11 seconds East, along the East boundary of Lot 1, Block G, a distance of 105.32 feet to a point on curve and a point of intersection with the South right of way boundary of a 60-foot road dedication (Ojai Ave.);

thence on an arc to the left of 99.63 feet along stated South boundary with a radius of 999.54 feet subtended by a chord of 99.59 feet, chord bearing South 86 degrees 50 minutes 09 seconds East, to a point on curve, thence South 00 degrees 18 minutes 31 seconds West, a distance of 100.09 feet; thence North 89 degrees 34 minutes 31 seconds East, a distance of 140.77 feet; thence South 00 degrees 25 minutes 29 seconds East, a distance of 3001.56 feet; thence South 89 degrees 13 minutes 03 seconds West, a distance of 1837.82 feet to a point of intersection with the Southeast boundary corner of Del Webb's Sun City, Florida Unit No. 3 as recorded in Plat Book 38, Page 33, of the Public Records of Hillsborough County, Florida; thence North 00 degrees 46 minutes 57 seconds West, along the East boundary of Unit No. 3, a distance of 257.14 feet, to a point of curvature; thence on an arc to the right of 316.61 feet continuing along East boundary with a radius of 770.00 feet, subtended by a chord of 314.39 feet chord bearing North 10 degrees 59 minutes 49.5 seconds East, to a point of reverse curvature; thence on an arc to the left of 281.03 feet, continuing along East boundary of Unit No. 3, with a radius of 430.0 feet, subtended by a chord of 276.05 feet chord bearing North 04 degrees 03 minutes 13 seconds East, to a point of intersection with the South boundary of a 60-foot road dedication (Riviera Avenue) and the Northeast boundary corner of Del Webb's Sun City, Florida, Unit No. 3; thence North 71 degrees 19 minutes 48 seconds East, along stated South boundary a distance of 384.54 feet to Point of Beginning. LESS AND EXCEPT the property declared to be subject to condominium and described in the following plats recorded in the Public Records of Hillsborough County, Florida:

- Huxley Place Condominium, Condominium Plat Book 1, Page 47
- Reading Place Condominium, Condominium Plat Book 1, Page 44
- Rutgers Place Condominium, Condominium Plat Book 1, Page 59
- Brockton Place Condominium, Condominium Plat Book 1, Page 83

31B DESCRIPTION OF GOLF COURSE, EAST OF AUGUSTA DRIVE, WEST OF DESERT HILLS DRIVE AND NORTH OF RIVIERA DRIVE, DEL WEBB'S SUN CITY, FLORIDA.

Beginning at the Northwest Corner of Lot 22, Block BB, Del Webb's Sun City, Florida, Unit No. 1, as recorded in Plat Book 37, Page 89, of the Public Records of Hillsborough County, Florida, thence South 18 degrees 40 minutes 12 seconds East, a distance of 224.50 feet; thence run South 71 degrees 19 minutes 48 seconds West, a distance of 76.00 feet, to the Northwest Corner of Lot 26, Block BB, Del Webb's Sun City, Florida, Unit No. 1, thence South 18 degrees 40 minutes 12 seconds East, along the West boundary of Lot 26, Block BB, Del Webb's Sun City, Florida, Unit No. 1, a distance of 100.0 feet to a point of intersection with the North boundary of a 60 foot road dedication (Riviera Avenue); thence South 71 degrees 19 minutes 48 seconds West, along stated North boundary a distance of 146.49 feet to the Southeast Corner of Lot 22, Block B of the aforementioned Unit No. 1; thence North 18 degrees 40 minutes 12 seconds West, along the East boundary of Lot 22, Block B, a distance of 100.0 feet to the Northeast Corner of Lot 22, Block B, Del Webb's Sun City, Florida, Unit No. 1, thence along the North boundary of Del Webb's Sun City, Florida, Unit No. 1, South 71 degrees 19 minutes 48 seconds West, a distance of 161.00 feet; thence run North 26 degrees 25 minutes 10 seconds West, a distance of 97.19 feet, to a point of curvature; thence on an arc to the right of 264.23 feet, with a radius of 770.00 feet, subtended by a chord of 262.94 feet, chord bearing North 17 degrees 33 minutes 48.5 seconds West, to a point of reverse curvature; thence on an arc to the left of 284.34 feet, with a radius of 580.00 feet, subtended

by a chord of 281.50 feet, chord bearing North 21 degrees 46 minutes 37 seconds West, to a point of tangency; thence run North 35 degrees 49 minutes 16 seconds West, a distance of 213.31 feet, to a point of curvature; thence on an arc to the left of 69.07 feet, with a radius of 150.00 feet, subtended by a chord of 68.47 feet, chord bearing North 49 degrees 00 minutes 48 seconds West, to a point of tangency; thence run North 62 degrees 12 minutes 20 seconds West, a distance of 185.55 feet, to a point on curve; thence on an arc to the left of 330.78 feet; continuing along the North boundary of Del Webb's Sun City, Florida, Unit No. 1, with a radius of 910.00 feet, subtended by a chord of 328.96 feet, chord bearing North 6 degrees 54 minutes 47.5 seconds East, to a point at the Northeast Corner of Lot 1, Block B, Del Webb's Sun City, Florida, Unit No. 1, being also a point of tangency; thence South 86 degrees 30 minutes 00 seconds West, along the North boundary of Lot 1, Block B, Del Webb's Sun City, Florida Unit No. 1, a distance of 100.0 feet to a point on curve and a point of intersection with the East right of way boundary of a 60-foot road dedication (Cherry Hills Drive); thence on an arc to the left of 114.81 feet along stated East boundary with a radius of 810.0 feet, subtended by a chord of 114.71 feet, chord bearing North 07 degrees 33 minutes 38 seconds West, to a point on curve and the Southwest Corner of Lot 1, Block BB, Del Webb's Sun City, Florida, Unit No. 2, as recorded in Plat Book 38, Page 18, of the Public Records of Hillsborough County, Florida; thence North 69 degrees 08 minutes 36 seconds East, along the Southwest Boundary of Unit No. 2 a distance of 33.67 feet; thence on an arc to the right of 188.08 feet with a radius of 521.26 feet subtended by a chord of 187.06 feet, chord bearing North 79 degrees 28 minutes 48 seconds East, to a point of tangency at the Southwest Corner of Lot 4, Block BB, Del Webb's Sun City, Florida, Unit No. 2, thence run North 89 degrees 49 minutes 01 seconds East, a distance of 86.78 feet, to a point on curve; thence on an arc to the left of 321.60 feet, with a radius of 560.00 feet, subtended by a chord of 317.20 feet, chord bearing South 36 degrees 55 minutes 45 seconds East, to a point of reverse curvature; thence on an arc to the right of 400.87 feet, with a radius of 1270.00 feet, subtended by a chord of 399.20 feet, chord bearing South 44 degrees 20 minutes 19 seconds East, to a point of compound curvature; thence on an arc to the right of 193.86 feet, with a radius of 370.00 feet, subtended by a chord of 191.65 feet, chord bearing South 20 degrees 17 minutes 10 seconds East, to a point of reverse curvature; thence on an arc to the left of 123.90 feet, with a radius of 530.00 feet, subtended by a chord of 123.61 feet, chord bearing South 11 degrees 58 minutes 23 seconds East, to a point of tangency; thence run South 18 degrees 40 minutes 12 seconds East, continuing along the said Southwest Boundary of Del Webb's Sun City, Florida, Unit No. 2, a distance of 220.50 feet, to a point at the Southwest corner of Lot 21, Block BB, Del Webb's Sun City, Florida, Unit No. 2, being also the Point of Beginning.

32B A parcel of land lying in the SE 1/4 of Section 1, Township 32 South, Range 19 East, and in the N 1/4 of the NE 1/4 of Section 12, Township 32 South, Range 19 East, more particularly described as follows:

Commence at the Southeast Corner of said Section 1; thence North 00 degrees 29 minutes 11 seconds West, along the East boundary of said Section 1, a distance of 971.99 feet; thence North 58 degrees 21 minutes 36 seconds West, along the South boundary of the 60-foot right of way of Cherry Hills Drive, as shown on the plat of Del Webb's Sun City, Florida, Unit No. 10, recorded in Plat Book 39, Page 55, Public Records of Hillsborough County, Florida, a distance of 421.82 feet for a point of beginning: From said point of beginning, run South 31 degrees 38 minutes 24 minutes West,

along the West boundary of Block "N" as shown on said plat of Unit No. 10, a distance of 100.00 feet; thence South 58 degrees 21 minutes 36 seconds East a distance of 91.59 feet to a point on curve; thence on an arc to the left of 132.05 feet with a radius of 430.00 feet, subtended by a chord of 131.53 feet, chord bearing - South 12 degrees 47 minutes 51 seconds West, to a point of tangency; thence South 04 degrees 00 minutes 00 seconds West a distance of 256.63 feet to a point of curvature; thence on an arc to the left of 200.83 feet with a radius of 430.00 feet, subtended by a chord of 199.01 feet, chord bearing South 09 degrees 22 minutes 48.5 seconds East, to a point on curve; thence on an arc to the left of 189.30 feet with a radius of 1030.00 feet, subtended by a chord of 189.03 feet, chord bearing - South 45 degrees 47 minutes 48.5 seconds West, to a point on curve; thence South 49 degrees 28 minutes 06 seconds East, continuing along the West boundary of said Block "N," a distance of 100.00 feet to a point on curve; thence on an arc to the left of 89.79 feet, along the Northwest boundary of the 60-foot right of way of LaJolla Avenue, as shown on said plat of Unit No. 10, with a radius of 930.00 feet, subtended by a chord of 89.75 feet, chord bearing - South 37 degrees 45 minutes 57 seconds West, to a point of tangency; thence South 35 degrees 00 minutes 00 seconds West a distance of 565.00 feet to a point of curvature; thence on an arc to the right of 163.17 feet with a radius of 270.00 feet, subtended by a chord of 160.69 feet, chord bearing - South 52 degrees 18 minutes 45 seconds West, to a point of compound curvature; thence on an arc to the right of 39.72 feet, continuing along the Northwest right of way boundary of said LaJolla Avenue, with a radius of 25.00 feet, subtended by a chord of 35.67 feet, chord bearing - North 64 degrees 51 minutes 45 seconds West, to a point of compound curvature; thence on an arc to the right of 39.95 feet along the East boundary of the 100-foot right of way of Pebble Beach Boulevard, as shown on the plat of Del Webb's Sun City, Florida, Unit No. 1, recorded in Plat Book 37, Page 89, Public Records of Hillsborough County, Florida, with a radius of 3100.00 feet, subtended by a chord of 39.95 feet, chord bearing - North 18 degrees 58 minutes 51 seconds West, to a point on curve; thence North 71 degrees 23 minutes 18 seconds East a distance of 100.00 feet to a point on curve; thence on an arc to the right of 159.70 feet with a radius of 3000.00 feet, subtended by a chord of 159.68 feet, chord bearing - North 17 degrees 05 minutes 12 seconds West, to a point of compound curvature; thence on an arc to the right of 1476.36 feet with a radius of 1950.00 feet, subtended by a chord of 1441.34 feet, chord bearing - North 06 degrees 07 minutes 40 seconds East; thence South 58 degrees 21 minutes 36 seconds East a distance of 152.88 feet; thence North 31 degrees 38 minutes 24 seconds East a distance of 100.00 feet; thence South 58 degrees 21 minutes 36 seconds East along the Westerly projection of the South boundary of said Cherry Hills Drive a distance of 253.41 feet to the Point of Beginning.

33B A parcel of land lying in Section 6, Township 32 South, Range 20 East, and in the SE 1/4 of Section 1, Township 32 South, Range 19 East, more particularly described as follows:

Commence at the Southwest Corner of said Section 6; thence North 00 degrees 29 minutes 11 seconds West, along the West boundary of said Section 6, a distance of 1042.83 feet; thence North 58 degrees 21 minutes 36 seconds West, along the North boundary of Del Webb's Sun City, Florida, Unit No. 10, recorded in Plat Book 39, Page 55, Public Records of Hillsborough County, Florida, being also the North boundary of the 60-foot right of way of Cherry Hills Drive, a distance of 191.04 feet for a Point of Beginning: From said point of beginning, continue North 58 degrees 21 minutes 36

seconds West, along the North boundary of said Cherry Hills Drive and its Westerly projection, a distance of 677.99 feet to a point of curvature; thence on an arc to the right of 39.95 feet with a radius of 25.00 feet, subtended by a chord of 35.83 feet, chord bearing -North 12 degrees 34 minutes 54.5 seconds West, to a point of compound curvature; thence on an arc to the right of 74.40 feet with a radius of 2050.00 feet, subtended by a chord of 74.40 feet, chord bearing - North 34 degrees 14 minutes 10 seconds East, to a point on curve; thence North 24 degrees 31 minutes 06 seconds East a distance of 50.39 feet; thence South 58 degrees 21 minutes 36 seconds East a distance of 100.40 feet to a point on curve; thence on an arc to the right of 439.26 feet with a radius of 1960.00 feet, subtended by a chord of 438.34 feet, chord bearing - North 43 degrees 19 minutes 47 seconds East, to a point of reverse curvature; thence on an arc to the left of 209.78 feet with a radius of 1240.00 feet, subtended by a chord of 209.53 feet, chord bearing - North 44 degrees 54 minutes 12 seconds East, to a point on curve; thence on an arc to the left of 260.64 feet with a radius of 400.00 feet, subtended by a chord of 256.05 feet, chord bearing - South 87 degrees 20 minutes 00 seconds East, to a point of tangency; thence North 74 degrees 00 minutes 00 seconds East a distance of 190.00 feet to a point of curvature; thence on an arc to the left of 307.18 feet with a radius of 400.00 feet, subtended by a chord of 299.69 feet, chord bearing - North 52 degrees 00 minutes 00 seconds East, to a point of tangency; thence North 30 degrees 00 minutes 00 seconds East a distance of 670.00 feet to a point of curvature; thence on an arc to the right of 537.30 feet with a radius of 470.00 feet, subtended by a chord of 508.52 feet, chord bearing - North 62 degrees 45 minutes 00 seconds East, to a point of compound curvature; thence on an arc to the right of 574.48 feet with a radius of 2270.00 feet, subtended by a chord of 572.94 feet, chord bearing - South 77 degrees 15 minutes 00 seconds East, to a point of tangency; thence South 70 degrees 00 minutes 00 seconds East a distance of 716.86 feet to a point of curvature; thence on an arc to the left of 259.70 feet with a radius of 830.00 feet, subtended by a chord of 258.64 feet, chord bearing - South 78 degrees 57 minutes 50 seconds East; thence South a distance of 154.54 feet; thence East a distance of 100.00 feet; thence South a distance of 167.44 feet to a point of curvature; thence on an arc to the left of 404.53 feet with a radius of 1130.00 feet, subtended by a chord of 402.37 feet, chord bearing - South 10 degrees 15 minutes 20.5 seconds East, to a point of tangency; thence South 20 degrees 30 minutes 41 seconds East a distance of 91.79 feet; thence North 70 degrees 39 minutes 27 seconds West a distance of 248.12 feet to a point of curvature; thence on an arc to the left of 474.13 feet with a radius of 1290.00 feet, subtended by a chord of 471.47 feet, chord bearing - North 81 degrees 11 minutes 12.5 seconds West, to a point on curve; thence North 07 degrees 30 minutes 00 seconds West a distance of 99.98 feet to a point of curvature; thence on an arc to the left of 283.62 feet with a radius of 260.00 feet, subtended by a chord of 269.76 feet, chord bearing - North 38 degrees 45 minutes 00 seconds West, to a point of tangency; thence North 70 degrees 00 minutes 00 seconds West a distance of 375.48 feet to a point of curvature; thence on an arc to the left of 672.65 feet with a radius of 410.00 feet, subtended by a chord of 599.71 feet, chord bearing - South 63 degrees 00 minutes 00 seconds West, to a point of tangency; thence South 16 degrees 00 minutes 00 seconds West a distance of 451.20 feet to a point of curvature; thence on an arc to the right of 114.63 feet with a radius of 170.00 feet, subtended by a chord of 112.47 feet, chord bearing - South 35 degrees 19 minutes 01 seconds West, to a point of compound curvature; thence on an arc to the right of 702.71 feet with a radius of 1750.00 feet, subtended by a chord of 698.00 feet, chord bearing - South 66 degrees 08 minutes

14.5 seconds West, to a point of reverse curvature; thence on an arc to the left of 407.70 feet with a radius of 1050.00 feet, subtended by a chord of 405.14 feet, chord bearing - South 66 degrees 31 minutes 02 seconds West, to a point of compound curvature; thence on an arc to the left of 71.24 feet with a radius of 390.00 feet, subtended by a chord of 71.14 feet, chord bearing - South 50 degrees 09 minutes 37.5 seconds West, to a point on curve; thence North 58 degrees 21 minutes 36 seconds West a distance of 103.62 feet; thence South 31 degrees 38 minutes 24 seconds West a distance of 100.00 feet to the Point of Beginning. LESS AND EXCEPT the following described parcels:

Lots 50 and 51 in Block Q of DEL WEBB'S SUN CITY UNIT NO. 30 as recorded in Plat Book 42, Page 92 of the Public Records of Hillsborough County, Florida.

34B

Well Site "X":

A tract lying in the Northeast 1/4 of Section 7, Township 32 South, Range 20 East, Hillsborough County, Florida, described as follows: From the point of intersection of the East right-of-way line of El Rancho Drive and the South right-of-way line of Ojai Avenue, as said rights-of-way are dedicated by plat of Del Webb's Sun City, Florida, Unit No. 7 (Plat Book 38, page 100), run South 89°34'31" West along the South right-of-way line of said Ojai Avenue a distance of 160.0 feet; run thence South 0°25'29" East a distance of 1827.06 feet to a point which is on the East boundary of the Sun City Golf Course; run thence South 73°41'31" West a distance of 115.0 feet to a point-of-beginning; From said point-of-beginning, continue South 73°41'31" West a distance of 25.0 feet; run thence North 16°18'29" West a distance of 25.0 feet; run thence North 73°41'31" East a distance of 25.0 feet; run thence South 16°18'29" East a distance of 25.0 feet to the point-of-beginning.

35B

Well Site "Y":

A tract lying in the SE 1/4 of Section 6, Township 32 South, Range 20 East, Hillsborough County, Florida, described as follows: From the point of intersection of the East right-of-way line of El Rancho Drive and the South right-of-way line of Ojai Avenue, as said rights-of-way are dedicated by plat of Del Webb's Sun City, Florida, Unit No. 7 (Plat Book 38, Page 100), run South 89°34'31" West along the South right-of-way line of said Ojai Avenue a distance of 160.0 feet; run thence South 0°25'29" East a distance of 149.21 feet to a point which is on the East boundary of the Sun City Golf Course; run thence South 89°34'31" West a distance of 10.0 feet; run thence South 0°25'29" East, parallel to the East boundary of said Sun City Golf Course, a distance of 675.0 feet; run thence South 89°34'31" West a distance of 87.0 feet to a point of beginning; From said point-of-beginning, continue South 89°34'31" West a distance of 13.0 feet; run thence South 0°25'29" East a distance of 10.0 feet; run thence North 89°34'31" East a distance of 13.0 feet, run thence North 0°25'29" West a distance of 10.0 feet to the point-of-beginning.

36B

A tract in the SE 1/4 of Section 1, Township 32 South, Range 19 East, Hillsborough County, Florida, described as follows: Beginning at the Southern-most corner of Lot 1 in Block Q of Del Webb's Sun City, Florida, Unit No. 7 (Plat Book 38, Page 100), run South 89°34'31" West a distance of 160.0 feet; run thence South 0°25'29" East a distance of 149.21 feet to a point which is on the East boundary of the Sun City Golf Course; run thence South 89°34'31" West a distance of 10.0 feet; run thence South 0°25'29" East, parallel to the East boundary of said Sun City Golf Course, a distance of 675.0 feet; run thence South 89°34'31" West a distance of 87.0 feet to a point of beginning; From said point-of-beginning, continue South 89°34'31" West a distance of 13.0 feet; run thence South 0°25'29" East a distance of 10.0 feet; run thence North 89°34'31" East a distance of 13.0 feet, run thence North 0°25'29" West a distance of 10.0 feet to the point-of-beginning.

SUN CITY, UNIT NO. 10, Plat Book 39, Page 55, public records of Hillsborough County, Florida, run North 46°20'00" West along the Southwesterly boundary of said Lot 1, a distance of 100.0 feet to the Westernmost corner of said Lot 1, said Westernmost corner being a point on the Easterly right-of-way line of LaJolla Avenue, as dedicated by said Del Webb's Sun City, Unit No. 10; run thence Southwesterly along said Easterly right-of-way line, which line is the arc of a curve to the left (radius 870.0 feet) a distance of 131.60 feet (chord 131.47 feet, chord bearing South 39°20'00" West); continue thence along said Easterly right-of-way line on a bearing of South 35°00'00" West a distance of 120.00 feet; run thence Easterly and Northeasterly along the arc of a curve to the left (radius 100.0 feet) a distance of 157.05 feet (chord 141.42 feet, chord bearing North 60°00'00" East); run thence North 35°00'00" East a distance of 20.00 feet; run thence North-easterly along the arc of a curve to the right (radius 770.0 feet) a distance of 116.47 feet (chord 116.36 feet, chord bearing North 39°20'00" East to the point of beginning.

37B

All of SUN CITY CENTER, UNIT 34-A, as recorded in Plat Book 48, page 20 of the Public Records of Hillsborough County, Florida.

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION

SUN CITY CENTER CIVIC
ASSOCIATION, INC.,

Plaintiff,

vs.

W-G DEVELOPMENT CORP.,

Defendant.

Case No.: 83-951

Division: W

OFF.
REC. 5291 ^{PC} 998

STIPULATION FOR DISMISSAL

IT IS HEREBY STIPULATED by and between counsel for the respective parties in the above cause that, same having been amicably settled, said cause be dismissed with prejudice.

BUSH, ROSS, GARDNER,
WARREN & RUDY
101 South Franklin Street
Tampa, Florida 33602
(813) 224-9255
Attorneys for Defendant

FOWLER, WHITE, GILLEN, BOGGS,
VILLAREAL AND BANKER, P.A.
Post Office Box 1438
Tampa, Florida 33601
(813) 228-7411
Attorneys for Plaintiff

By: _____
John R. Bush

By: _____
Edward M. Waller, Jr.

ORDER OF DISMISSAL

The STIPULATION FOR DISMISSAL having been entered into by and between counsel for the parties hereto, and it appearing that the foregoing cause has been settled by the parties thereto, it is thereupon

ORDERED AND ADJUDGED that the above and foregoing cause be and the same hereby is dismissed with prejudice.

ENTERED at Tampa, Hillsborough County, Florida on this _____ day of _____, 1983.

CIRCUIT JUDGE

Copies furnished to:

Edward M. Waller, Jr.
John R. Bush

EXHIBIT J

Draft of Proposed Letter of
Credit SCCCA, Inc.

No.

Wilmington, Delaware

_____, 1984

OFF. 5291 C
REC. 999

Gentlemen:

We hereby open our irrevocable Letter of Credit (hereinafter "Credit") in your favor for the account of W-G Development Corp. for the aggregate total sum of One Million and 00/100 U. S. Dollars (\$1,000,000.00) available by your sight draft(s) drawn on Wilmington Trust Company, Wilmington, Delaware.

This credit is subject to the following terms and conditions:

- (1) Effective Date: February __, 1984.
- (2) Expiration Date: February __, 1987.
- (3) Sight draft(s) drawn hereunder must bear the clause "Drawn under Wilmington Trust Company Letter of Credit No. _____ dated _____, 1984."
- (4) The first sight draft drawn hereunder must be accompanied by a certificate ("Initial Statement") containing the following statement signed by an authorized officer of Sun City Center Civic Association, Inc. and an authorized officer of W-G Development Corp.:

"The building, facility or equipment funded from the LOC are new and intended only for recreational purposes including such portions of the building and/or facility supplying support services thereto and/or to the equipment ("Improvements"), 2) none of the LOC funds will be used for maintenance or operational expenses of the Sun City Center Civic Association, Inc. ("C/A"), 3) C/A has presented plans for the Improvements to W-G Development Corp. ("W-G") for W-G's comments prior to contracting for construction or purchase, 4) the funds required

to complete and/or purchase the Improvements do not exceed the LOC Amount, or if the required funds do exceed the LOC Amount, the C/A has demonstrated to W-G that adequate provision has been made to fund the overage ("Additional Funds"), 5) the conditions of Article IX of the Agreement between W-G and the C/A ("Agreement") have been met, 6) W-G has approved the external design and materials ("External Features") of the Improvements, and such External Features are architecturally consistent with the adjacent improvements and in accordance with the high standards of Sun City Center, and 7) the Administrator under Article VI of the Agreement is _____ (identify)."

- (5) Partial drawings are permitted and each sight draft submitted after the Initial Statement must be accompanied by the following statement signed by a respective authorized officer for W-G and C/A:

"The Initial Statement is reaffirmed by W-G and C/A."

and the following statement signed by an authorized officer of the Administrator:

"The Administrator has reviewed the request for this draw of funds and has found same to be in order according to Article VI of the Agreement."

- (6) We hereby engage with you that the sight draft(s) drawn in compliance with this credit shall be duly honored upon presentation to the undersigned at Wilmington Trust Center, Rodney Square North, Wilmington, Delaware 19890, on or before _____, 1987, the expiration date of this credit.
- (7) This credit is subject to the Uniform Customs and Practice for Documentary Credits (1974 Revision), International Chamber of Commerce Publication 290.

Very truly yours,

WILMINGTON TRUST COMPANY

R. B. Simon
Vice President

WARRANTY DEED

OFF. REC. 5291 1001

This Indenture Made this _____ day of _____, A. D. 19____, between SUNMARK COMMUNITIES CORP., f/k/a W-G DEVELOPMENT CORP. a corporation organized and existing under the laws of the State of Florida, with its office and principal place of business at P.O. Box 5698, Sun City Center, Hillsborough State of Florida, hereinafter called the grantor, and SUN CITY CENTER CIVIC ASSOCIATION, INC.

whose post office address is 1009 Pebble Beach Boulevard, Sun City Center, FL 33570 hereinafter called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties in this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases, and transfers unto the grantee, all that certain land situate in Hillsborough County, Florida, to-wit:

SEE EXHIBIT 1 HERETO FOR THE LEGAL DESCRIPTION.

The title conveyed by this Warranty Deed is subject to a reversion back to the Grantor in the event that 1) the property described herein shall be used for non-recreational purposes by the Grantee, 2) any attempt is made by the Grantee to convey the property described herein to any other person or entity except the Grantor, or 3) the Grantee or an affiliate thereof has not commenced construction of recreational facilities upon the property described herein by the time that the membership of the Sun City Center Civic Association, Inc. has reached 8500 in number.

And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except: taxes and assessments for 1984, zoning, governmental regulations and other matters of record.

In Witness Whereof the said party of the first part by its duly authorized officers, has hereunto caused its name to be signed and its corporate seal affixed the day and year first above written.

(CORPORATE SEAL)

SUNMARK COMMUNITIES CORP., f/k/a W-G DEVELOPMENT CORP.

Attest:

By:

Secretary

President

STATE OF FLORIDA COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____ 197____, by _____ as President and _____ as Secretary of SUNMARK COMMUNITIES CORP., f/k/a W-G DEVELOPMENT a Florida corporation, on behalf of the corporation. CORP

EXHIBIT 1 TO
WARRANTY DEED FROM
SUNMARK COMMUNITIES CORP.,
F/K/A W-G DEVELOPMENT CORP.
TO SUN CITY CENTER CIVIC ASSOCIATION, INC.

DESCRIPTION: A parcel of land lying in Section 13, Township 32 South, Range 19 East and Section 18, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of said Section 18, Township 32 South, Range 20 East, run thence along the West boundary of said Section 18, S.01°53'58"E., 1090.46 feet; thence S.25°00'00"W., 579.64 feet to a point of curvature; thence Southwesterly, 290.69 feet along the arc of a curve to the left, having a radius of 2000.00 feet and a central angle of 08°19'40" (chord bearing S.20°50'10"W., 290.44 feet); thence S.73°19'40"E., 93.48 feet; thence S.16°40'20"W., 25.00 feet to the Point of Beginning; thence Southeasterly, 103.21 feet along the arc of a curve to the right, having a radius of 675.00 feet and a central angle of 08°45'40" (chord bearing S.58°56'50"E., 103.11 feet) to a point of tangency; thence S.64°34'00"E., 899.99 feet to a point of curvature; thence Southeasterly, 150.92 feet along the arc of a curve to the right, having a radius of 375.00 feet and a central angle of 23°03'34" (chord bearing S.53°02'13"E., 149.91 feet) to a point of tangency; thence S.41°30'26"E., 143.41 feet; thence Southwesterly, 504.04 feet along the arc of a curve to the right, having a radius of 1855.00 feet and a central angle of 15°34'06" (chord bearing S.57°02'57"W., 502.49 feet) to a point of tangency; thence S.64°50'00"W., 762.69 feet; thence Northerly, 1228.15 feet along the arc of a curve to the right, having a radius of 1950.00 feet and a central angle of 36°05'10" (chord bearing N.02°57'33"W., 1207.95 feet) to a point of compound curvature; thence Northeasterly, 39.92 feet along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 91°29'18" (chord bearing N.60°55'41"E., 35.81 feet) to a point of tangency; thence S.73°19'40"E., 17.83 feet to the Point of Beginning.

Containing 20.00 acres, more or less.

AMENDMENT TO AGREEMENT

WHEREAS the Sun City Center Civic Association, Inc. ("C/A") and Sunmark Communities Corp., formerly known as W-G Development Corp. ("W-G") entered into an "Agreement" which was fully executed on January 26, 1984, and

WHEREAS, the parties wish to amend that Agreement,

NOW, THEREFORE, the parties agree as follows:

1. Article III of the Agreement is hereby amended to provide that the Master Declaration defined therein shall be recorded within sixty (60) days after the Effective Date rather than thirty (30) days.

2. Except as herein modified, the Agreement remains in full force and effect.

Dated this 21st day of February, 1984, at Sun City Center, Florida.

SUN CITY CENTER CIVIC ASSOCIATION, INC.

By: Robert J. Armstrong
Robert J. Armstrong, President

SUNMARK COMMUNITIES CORP., f/k/a
W-G DEVELOPMENT CORP.

By: Jay Krinsky
Jay Krinsky, President

(CORPORATE SEAL)

Attest: [Signature]

SECOND AMENDMENT TO AGREEMENT

WHEREAS the SUN CITY CENTER CIVIC ASSOCIATION, INC. ("C/A") and SUNMARK COMMUNITIES CORP. (formerly known as W-G Development Corp.) entered into an "Agreement" which was fully executed and effective on January 26, 1984, and

WHEREAS, the parties wish to amend that Agreement,

NOW, THEREFORE, the parties agree as follows:

1. In addition to the fee to be charged directly by the Administrator for its services contemplated by the second paragraph of Article VI of the Agreement, the "Administrator's Fee" referred to may include a) legal and miscellaneous expenses incurred by the Administrator in fulfilling its responsibilities under this Agreement and b) fees charged by an inspecting architect engaged and paid by the Administrator for site inspections in order to provide certification to the Administrator supporting the draw requests submitted by the C/A.

2. Except as herein modified, the Agreement as previously amended remains in full force and effect.

Dated this 8th day of November, 1984, at Sun City Center, Florida.

SUN CITY CENTER CIVIC ASSOCIATION, INC.

(Corporate Seal)

By: Robert J. Anthony
Title President

SUNMARK COMMUNITIES CORP. (f/k/a W-G DEVELOPMENT CORP.)

(Corporate Seal)

By: [Signature]
Title PRESIDENT

THIRD AMENDMENT TO AGREEMENT

WHEREAS, the SUN CITY CENTER CIVIC ASSOCIATION, INC. ("C/A") and SUNMARK COMMUNITIES CORP. (formerly known as W-G Development Corp.) entered into an "Agreement" which was fully executed and effective on January 26, 1984, and

WHEREAS, the parties wish to amend that Agreement, and all specific terms used herein are as defined in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. For convenience to the parties, C/A will submit a request for payment to Sunmark instead of to the Issuer as contemplated in Article VI of the Agreement. The One Million Dollar Letter of Credit will be a backup source of funds to draw upon by C/A in the event Sunmark shall fail to pay upon presentation of such request under the same conditions as the issuer would have paid pursuant to said Article VI and nothing contained in this Amendment shall diminish or otherwise affect the rights of C/A to draw upon the LOC directly in the event Sunmark fails to make such payment or payments; however the LOC Amount shall decrease accordingly as Sunmark makes each payment contemplated herein.

2. Each request for payment to C/A shall be nevertheless prepared, processed, reaffirmed, and certified by all parties in the same manner as originally contemplated by Article VI of the Agreement. The only material change to the Article VI procedure is that Sunmark shall make the payment directly to C/A pursuant to the request for payment rather than the Issuer making the payment pursuant to a sight draft.

3. Upon making each payment to C/A, Sunmark shall receive and C/A shall provide Sunmark with a receipt and release in the form attached hereto as Exhibit A for the purpose of verifying that the payment made was received by C/A and that the remaining balance of the LOC is thereby accordingly reduced.

4. Except as herein modified, the Agreement as previously amended remains in full force and effect.

Dated this 13 day of DECEMBER, 1984, at Sun City Center, Florida.

SUN CITY CENTER CIVIC ASSOCIATION, INC.

(Corporate Seal)

By: Ernesta C. Snyder Title President By: Robert J. Goshaw Title President (Farmer)

SUNMARK COMMUNITIES CORP. (f/k/a W-G DEVELOPMENT CORP.)

(Corporate Seal)

By: [Signature] Title PRESIDENT

EXHIBIT A
TO
THIRD AMENDMENT TO AGREEMENT

RECEIPT AND RELEASE

On this ____ day of _____, 19__, the SUN CITY CENTER CIVIC ASSOCIATION, INC. ("C/A") acknowledges receipt from SUNMARK COMMUNITIES CORP. (formerly known as W-G Development Corp.) of \$_____ as being part of the funds to be made available pursuant to the terms and conditions of that certain Agreement with an effective date of January 26, 1984, as amended from time to time ("Agreement").

C/A hereby further acknowledges that after taking into account the amount received for hereby, there remains \$_____ of the funds which the C/A may draw upon pursuant to the Agreement.

Dated this ____ day of _____, 19__.

SUN CITY CENTER CIVIC ASSOCIATION

By: _____
President

J/WG4C
FF1

FORTH AMENDMENT TO AGREEMENT

WHEREAS the SUN CITY CENTER CIVIC ASSOCIATION, INC. ("C/A") and SUNMARK COMMUNITIES CORP. ("Sunmark"), formerly known as W-G Development Corp., entered into an Agreement which was fully executed and effective on January 26, 1984 ("Agreement"), and

WHEREAS, the parties wish to amend that Agreement,

NOW, THEREFORE, the parties agree as follows:

- 1. Until at least January 27, 1987, Sunmark will not subject the remaining undeveloped portion of the land defined in the Agreement as the retirement community to a Master Declaration or any declaration which may, inter alia, create a master community association.
- 2. Sunmark shall not be required to provide for the covenants contemplated by Article XIV of the Agreement until a master community association is created with regard to the retirement community.
- 3. Sunmark will unilaterally create such arrangements which will provide for the Recreation Improvement Capital Contribution for the property and in the sequence of stages as contemplated by Article XI without using the formality of the Master Declaration.
- 4. The final sentence of ARTICLE X of the Agreement is amended by deleteing the words "the Master Declaration and".

IN WITNESS WHEREOF, the parties have signed this Agreement this 6th day of June, 1985, at Sun City Center, Florida.

SUN CITY CENTER CIVIC ASSOCIATION, INC.

(Corporate Seal)

By: [Signature]
Title: President

SUNMARK COMMUNITIES CORP. (f/k/a W-G DEVELOPMENT CORP.)

(Corporate Seal)

By: [Signature]
Title: President

Return to:
SUNCO TITLE INS. AGENCY, INC. ✓
819 CYPRESS VILLAGE BLVD.
RUSKIN, FL 33573

RECORD VERIFIED
Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Ramon Duran, D.C.

200
4

FIFTH AMENDMENT TO AGREEMENT

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

OFF. REC. 71461474

THIS INSTRUMENT shall constitute the Fifth Amendment to the Agreement of January 26, 1984 ("Fifth Amendment") and is made by and between SUN CITY CENTER COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit (herein called "CA") and SUN CITY CENTER CORP., a Delaware Corporation (hereinafter called "SCCC"), and

W I T N E S E T H :

WHEREAS, the Sun City Center Civic Association, Inc. ("Civic Association") and Sunmark Communities Corp., f/k/a W-G Development Corp. ("Sunmark") entered into a certain agreement with an effective date of January 26, 1984 in settlement of certain disputes and to provide for their mutual and separate interests, and such Agreement was subsequently amended on four occasions (collectively the "1984 Agreement"), and

WHEREAS, the CA is the successor in interest to all rights and obligations of the Civic Association by reason of a corporate consolidation from which the CA is the resulting corporation; and

WHEREAS, SCCC is the successor in interest to all the rights and obligations of Sunmark by reason of a merger from which SCCC is as the surviving corporation; and

WHEREAS, CA and SCCC are now the proper parties to the 1984 Agreement; and

WHEREAS, CA and SCCC wish to enter into this Fifth Amendment to the 1984 Agreement for the purposes and intents hereinafter indicated.

NOW THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, CA and SCCC hereby agree as follows:

Pursuant to Article XVII of the 1984 Agreement and the first paragraph of Article III of the 1984 Agreement the property known as "Golf Villas" (and described in Exhibit G and shown on Exhibit C, each to the 1984 Agreement) was excluded from all of the terms and provisions of the 1984 Agreement. However, SCCC and CA hereby agree to change the status of said property (the "Golf Villas Parcel"). SCCC and CA hereby amend the 1984 Agreement to provide that the Golf Villas Parcel (the 22.28 acres more fully described

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in Exhibit "A" hereto) shall hereafter constitute a portion of the retirement community as contemplated by Article III of the 1984 Agreement, and shall be subject to the Use Covenants and CA Covenants as provided for in Articles III and VII respectively as well as to the other provisions of the 1984 Agreement. To effectuate this amendment, the Golf Villas Parcel shall be subjected to the Use Covenants by recording a Declaration of Restrictions in the form attached hereto as Exhibit B and B-1, and the CA Covenants shall be imposed by future documents in connection with the development of said parcel as contemplated by Article VII of the 1984 Agreement.

IN WITNESS WHEREOF, the parties hereto caused their appropriate officers to sign this Fifth Amendment (in duplicate originals) and also affix the respective corporate seals, and each party represents that the officer signing on behalf of the respective party is fully authorized and empowered to bind said respective party.

SUN CITY CENTER COMMUNITY ASSOCIATION, INC.

BY: [Signature] (Jack Fisher)
As its: President
Date: 1/13/92

(CORPORATE SEAL)
ATTEST: [Signature] (Joan Mynaham)
As its: Secretary

SUN CITY CENTER CORP.

BY: [Signature] (Alfred Hoffman, Jr.)
As its: CEO
Date: 1/12/92

(CORPORATE SEAL)
ATTEST: [Signature]
As its: ASST. SECRETARY
Patricia A. Kelsey

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of JANUARY, 1992, by Jack Fisher and Joan Mynaham as President and Secretary, respectively, of SUN CITY CENTER COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Patricia A. Kelsey
(Signature)

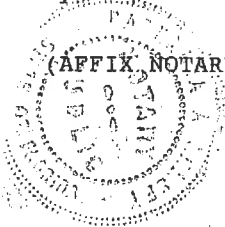
Name: Patricia A. Kelsey

(Legibly Printed or Typed)

Notary Public, State of Florida

AA 708749
(Commission Number, if any)

My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 31, 1994
RENEWED THRU GENERAL INS. UND.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12 day of JANUARY, 1992, by Alfred Hoffman, Jr. and Patricia A. Kelsey as President and Asst. Secretary, respectively, of SUN CITY CENTER CORP., a Delaware corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Dee Anne King
(Signature)

Name: Dee Anne King

(Legibly Printed or Typed)

Notary Public, State of Florida

CC145953
(Commission Number, if any)

My Commission Expires: 09/24/95

(AFFIX NOTARY SEAL)

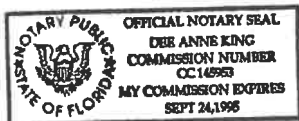


EXHIBIT A

From the Northwest corner of said Section 18, run thence N.89°24'14"E., 536.15 feet along the line between said Section 7 and 18 to the Point of Beginning; thence Northeasterly, 194.23 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 24°43'50" (chord bearing N.56°29'30"E., 192.73 feet) to a point of tangency; thence N.68°51'25"E., 22.79 feet to a point of curvature; thence Northeasterly 26.18 feet along the arc of a curve to the left having a radius of 570.87 feet and a central angle of 02°37'39" (chord bearing N.67°32'35"E., 26.18 feet) to a point of reverse curvature; thence Southeasterly 36.96 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 84°42'14" (chord bearing S.71°25'07"E., 33.68 feet) to a point of tangency; thence S.29°04'00"E., 43.44 feet to a point of curvature; thence Southeasterly, 825.22 feet along the arc of a curve to the left having a radius of 1030.00 feet and a central angle of 45°54'16" (chord bearing S.52°01'08"E., 803.32 feet); thence S.15°01'44"W., 126.17 feet; thence S.46°00'00"W., 800.00 feet; thence N.89°16'00"W., 725.00 feet; thence N.25°00'00"E., 100.36 feet to a point of curvature; thence Northeasterly 316.34 feet along the arc of a curve to the left having a radius of 725.00 feet and a central angle of 25°00'00" (chord bearing N.12°30'00"E., 313.84 feet) to a point of tangency; thence North 134.57 feet to a point of curvature; thence Northeasterly 266.45 feet along the arc of a curve to the right having a radius of 400.00 feet and a central angle of 38°10'00" (chord bearing N.19°05'00"E., 261.55 feet) to a point of tangency; thence N.38°10'00"E., 346.50 feet to a point of curvature; thence Northeasterly 46.81 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 05°57'35" (chord bearing N.41°08'47"E., 46.79 feet) to the Point of Beginning.

Containing 22.28 acres, more or less.

A portion of the foregoing property is now legally described as follows:

Units No. 609A, 609B, 611A and 611B of Building 11; Units 1305 and 1307 of Building No. 22; Units No. 1301 and 1303 of Building No. 23; Units No. 1302 and 1304 of Building No. 24; and Units No. 1306 and 1308 of Building No. 25, and an undivided interest or share in the common elements appurtenant thereto, in accordance with, and subject to the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of GOLF VILLAS OF SUN CITY CENTER CONDOMINIUM (PHASE II) and exhibits attached thereto, all as recorded in O.R. Book 4160, page 185, and the amendments thereto recorded in O.R. Book 6101, page 912 and O.R. Book 6144, page 1941, and the plats thereof recorded in Condo Book 6, page 10 and Condo Book 13, Page 40, and Condo Book 13, page 50, together with such additions and amendments to said Declaration and condominium plats as from time to time may be made, all as recorded in the Public Records of Hillsborough County, Florida.

SOUTH BAY TITLE INSURANCE AGENCY, INC.
936 Cypress Village Blvd., Ste. A
Ruskin, FL 33573

INSTRUMENT#: 2012297505, O BK 21322
PG 115-120 08/22/2012 at 12:15:32 PM,
DEPUTY CLERK: JROSARIO Pat Frank, Clerk
of the Circuit Court Hillsborough County

Prepared by and when recorded,
Return to:
Stephen J. Szabo, III, Esq.
Foley & Lardner LLP
100 N. Tampa Street
Suite 2700
Tampa, Florida 33602

SIXTH AMENDMENT TO AGREEMENT

This Sixth Amendment to Agreement (the "Sixth Amendment") is made as of August 21st, 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.

[Signature]
Print Name: Edmund L. Barnes
MICHAEL ANTHONY
Carol R. Donner
Print Name: CAROL R. DONNER

By: [Signature]
Edmund L. Barnes, President

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21ST day of Aug, 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 FL. D/L as identification.

[Signature]
Notary Public
Print Name: Michael ANTHONY
My Commission Expires: _____



CLUBLINK US CORPORATION, a
Delaware corporation

[Signature]
Print Name: MICHAEL ANTHONY

By: [Signature]
Robert Visentin, President

[Signature]
Print Name: CAROL R. DONNER

PROVIDENCE OF ONTARIO STATE OF FLORIDA
YORK REGION Hillsborough County

The foregoing instrument was acknowledged before me this 21ST day of Aug, 2012,
by ROBERT VISANTIN, as President of CLUBLINK US CORPORATION, a
Delaware corporation, on behalf of the corporation, who is personally known to me or has produced
Ontario P/L as identification.
V4644 65805 41219



[Signature]
Notary Public
Print Name: Michael Anthony
My Commission Expires: _____

MINTO COMMUNITIES, LLC, a Florida limited liability company

Jennifer Andrews
Print Name: Jennifer Andrews

Leigh Anne Leggett
Print Name: Leigh Anne Leggett

By: [Signature]
Name: WILLIAM BULLOCK
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20th day of August, 2012, by William Bullock, as Vice President of MINTO COMMUNITIES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced Fla. Drivers License as identification.

B420-932-70-229-0

[Signature]
Notary Public
Print Name: ESTHER GRUSKIEVICH
My Commission Expires: 8-10-14

