

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

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RECORD VERIFIED James F. Taylor, Jr. Clerk of Circuit Court Hillsborough County, Fla. By Nancy L. Johnson, D.C.

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

WITNESSETH:

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

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

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

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

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

ARTICLE II

DEFINITIONS AND CONSTRUCTION

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

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

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

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

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

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

JAMES F. TAYLOR, JR. CLERK CIRCUIT COURT RECORDING DEPT. HILLSBOROUGH CO. TAMPA, FL 33601

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

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

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

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

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

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

2.12 Resident. Permanent occupant of a Dwelling Unit.

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

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

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

ARTICLE IV

COVENANTS FOR ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation for Assessments.

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

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

4.2 Non-Payment of Assessments.

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

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

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

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

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

ARTICLE V

ADDITIONAL PROPERTY

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

ARTICLE VI

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

WITNESSES:

(Declarant)

SUNMARK COMMUNITIES CORP.

Exhib Drueth

By: Jay Krinsky
Jay Krinsky, President

Vicki Alderman

(SEAL)

THIS INSTRUMENT PREPARED BY:

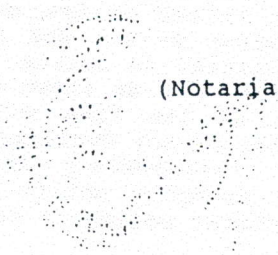
VICTORIA HUNT CARTER
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201 East Kennedy Boulevard
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STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

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



(Notarial Seal)

Vicki Alderman
Notary Public
State of Florida at Large

My Commission Expires:

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