

**Caloosa Country Club Estates Property Owners'  
Association, Inc.**

**P. O. Box 5143  
Sun City Center, Florida 33571**

**Declaration of Covenants and Restrictions**

# Caloosa Country Club Estates Property Owners' Association, Inc.

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DECLARATION OF COVENANTS AND RESTRICTIONS:  
CALOOSA COUNTRY CLUB ESTATES

THIS DOCUMENT is the DECLARATION OF COVENANTS AND RESTRICTIONS: CALOOSA COUNTRY CLUB ESTATES" made this 26th day of July, 1982, by W-G DEVELOPMENT CORPORATION, a Florida corporation ("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive residential community to be named CALOOSA COUNTRY CLUB ESTATES; and

WHEREAS, Developer desires to insure the attractiveness of the individual lots and community facilities within CALOOSA COUNTRY CLUB ESTATES and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of common areas and other community facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in CALOOSA COUNTRY CLUB ESTATES and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has or will incorporate under the laws of the State of Florida, as a non-profit organization, CALOOSA COUNTRY CLUB ESTATES PROPERTY OWNER'S ASSOCIATION, INC., for the purpose of exercising the functions aforesaid within CALOOSA COUNTRY CLUB ESTATES;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I: DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1. "Association" means Caloosa Country Club Estates Property Owners' Association, Inc., a Florida corporation not for profit, organized, or to be organized, under Chapter 617, Florida Statutes (1981).

Section 2. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 3. "Committee" means Architectural Control Committee established pursuant to Article IV herein.

Section 4. "Common Properties" means the areas of the Property designated as such on the plat(s) of said Property filed or to be filed in the Public Records of Hillsborough County, Florida. All common properties shall be conveyed in fee simple to the Association as hereinafter provided.

Section 5. "Developer" means W-G Development Corp., a Florida corporation, and its successors.

Section 6. "Homeowner" or "Owner" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally. The Developer is a Homeowner with respect to each Lot from time to time owned by such Developer.

Section 7. "Lot" means each numbered lot as established by the recorded plat(s) of the Property.

Section 8. "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid mortgage having priority over all other mortgages on the same property.

Section 9. "Person" means any natural person or artificial entity having legal capacity.

Section 10. "Supplemental Declaration" means any Declaration of Restrictions hereafter recorded for the purpose of extending the provisions of this Declaration to all or any additional property.

Section 11. "The Work" means the development of all or any portion of the Property as a residential community by Developer's construction and installation of streets, buildings, and other improvements and the sale or other disposition in parcels or as completed Lots.

Section 12. "Unit" or "Dwelling" means single-family residences.

Section 13. "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

Section 14. "By-Laws" means the By-Laws of the Association and its successors, as from time to time amended.

Section 15. "Declarations" mean this Declaration and all Supplemental Declarations, as from time to time amended.

Section 16. "Interpretation". Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Lot" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their Development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Section 17. "Documentation". The legal documentation for the Caloosa Country Club Estates consists of this Declaration, all Supplemental Declarations, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing hereafter made.

ARTICLE II: PROPERTY SUBJECT TO THIS  
DECLARATION AND ADDITIONS THERETO

Section 1. Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Hillsborough, State of Florida, and is more particularly described in metes and bounds description attached hereto as Exhibit A and incorporated by reference as fully as if specifically repeated herein and all of which real property shall hereinafter be referred to as "Property".

Section 2. Additions to Existing Property. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Caloosa Country Club Estates, and thereby to bring such additional properties within the jurisdiction of the Association. The additions herein authorized shall be made by filing of record one or more Supplementary Declarations with respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such additions to assessment for their just share of the Association's expenses. Each Supplementary Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; provided, however, any such Supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected hereto.

Section 3. Mergers. Upon a merger or consolidation of the Caloosa Country Club Estates Property Owner's Association, Inc., with another homeowners corporation (or similar organization) as provided in its By-Laws, its properties, rights and obligations may be transferred to another surviving or consolidated homeowners corporation, or alternatively, the properties, rights and obligations of another homeowners corporation may, by operation of law, be added to the properties, rights and obligations of the Caloosa Country Club Estates Property Owners' Association, Inc., as a surviving corporation pursuant to a merger. The surviving or consolidated homeowners corporation or association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III: PROPERTY RIGHTS AND RESTRICTIONS

Section 1. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any Supplemental Declaration, constitute a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article, or by any Supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such Supplemental Declaration, unless this Article, or such Supplemental Declaration, expressly grants such benefit to other persons. In no event will the benefit of any such easement extend to the general public.



Section 2. Utility Easements. Developer has identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the plat (recorded or to be recorded) of the Property or such other instrument defining them. Such utilities as well as the Developer, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements.

Section 3. Member's Easements of Enjoyment. Subject to the provisions of Section 5 below, every Homeowner shall have a non-exclusive right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Dwelling situated within Caloosa Country Club Estates.

Section 4. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same.

Section 5. Extent of Members' Easement. The rights and easements of enjoyment created in Sections 3 and 4 herein, shall be subject to the following:

(a) The right of the Association to limit the use of the Common Properties to Homeowners, their families and guests;

(b) The right of the Association to suspend the voting and enjoyment rights of a Homeowner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners. No such dedications or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the total votes appurtenant to Class A Lots and Class B Lots agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installations and maintenance of electrical, telephone, cable-vision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Property without the assent of the membership.

(d) The right of the Association to impose reasonable covenants and restrictions in respect to the use of the Common Properties in addition to those set forth herein.

Section 6. Extension of Rights and Benefits. Every Homeowner shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him and to such other persons as may be permitted by the Association.

Section 7. General Restrictions. The following restrictive covenants are hereby imposed as covenants running with the land and binding upon all future Homeowners:

(a) No Lot or any improvement thereon shall be used for any purpose other than for single family residential purposes.

(b) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any Lot except such as are required for normal household use and same shall be kept within the Dwelling constructed on said Lot. No Homeowner shall permit or suffer anything to be done or kept in his Dwelling or, where applicable, on his Lot which will increase the rate of insurance as to other Homeowners or to the Association.

(c) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, except that the Developer may place any type of temporary structure on any Lot at any time to aid in its construction and/or sales activities.

(d) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Hillsborough County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(e) No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities and approval of such system as installed shall be obtained from the Committee and such governmental agencies.

(f) No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities. Approval of such system as installed shall be obtained from the Committee and such governmental authorities.

(g) There shall be no alteration, addition or improvement of the Common Properties, except as provided in this Declaration, nor shall any person use the Common Properties, or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association.

(h) No motor vehicles of any type or nature or trailers or campers or vans or boats or boat trailers may be parked upon any swale area, if applicable, within the CALOOSA COUNTRY CLUB ESTATES community, except trucks and the like may be parked briefly for delivery purposes. No trucks, trailers, campers, vans, boats or boat trailers, or recreational vehicles may be parked in any driveway or upon any Lot provided, however, that same may be kept in a garage upon a Lot if such truck, trailer, boat or boat trailer, camper, van or recreational vehicle fits in said garage and further provided that said garage door is kept closed. No motor vehicle or boat repair work shall be conducted on any Lot other than very minor repairs.

(i) The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Properties and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon, provided, however, that copies of such rules and regulations are furnished to each Homeowner prior to the time same became effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

(j) No mail boxes of any type shall be placed upon any Lot, nor affixed to any Dwelling unless the design has been approved by the Committee. It being the intention of the Developer to maintain a uniform mail box throughout the CFILOOSA COUNTRY CLUB ESTATES community.

(k) There shall be no television, radio, nor other antenna(s) of any type or nature whatsoever located upon the exterior of any Dwelling, nor protruding from the interior to the exterior. It being the intention that no antenna will be visible.

(l) There shall be no wall or window type air conditioning unit(s) in any Dwelling.

(m) No Lot shall be increased in size by filling in water it abuts. The elevation of a Lot will not be changed so as to materially affect the surface elevation or grade of the surrounding Lots or Parcels without the prior written approval of the Committee.

(n) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Committee.

(o) No automobile garage shall be permanently enclosed or converted to other use without the substitutions of another enclosed automobile storage upon the Lot. No carports shall be permitted, and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in a useful condition. All Lots shall have a paved driveway of stable and permanent construction. Unless prior approval of the Committee is obtained, the driveway base shall be concrete and any finish above the concrete must be approved by the Committee.

(p) No fences shall be used as a clothesline. Clotheslines are not permitted in any open area but are permitted behind fenced areas that are not visible to the other Lots.

(q) No sign of any kind shall be displayed to the public view on any Lot, except for the following:

(i) The exclusive sales agent for the Homeowner or the Homeowner may place one (1) professional sign not to exceed two (2) square feet advertising the property for sale or rent.

(ii) Additionally, a sign displaying the word "open", not to exceed two (2) square feet, may be displayed during any time the Homeowner or his designated representative is in attendance.

The size and design of all signs mentioned above and to signs pertaining to house numbering, mailboxes and other such material shall be subject to the approval by the Committee.

This provision shall not apply to the Developer.

(r) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) common household pets, such as dogs and cats, may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that all pets must be kept on leashes when outside of the Homeowner's premises. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice by the Association to the owner thereof or to the owner of the Lot containing such pet.



(s) Each Unit, if occupied, shall be occupied by at least one person fifty (50) years of age or older. No children under the age of eighteen (18) years shall occupy any dwelling provided however, that such children may visit and temporarily occupy such dwelling for periods not to exceed thirty (30) days in any calendar year. The Association shall have the right to extend said period of visitation within any calendar year.

(t) No fence or any wall, hedge or shrub planting, intended to serve as a visual barrier between Lots or Dwellings shall be constructed, erected or maintained on or around any portion of a Lot without the express written consent of the Committee. The owners of the Lots receiving permission to construct or erect such visual barriers shall at all times maintain said barriers in a good state of repair.

(u) Once a Lot has been sold by the Developer, the same shall be maintained in good appearance and free from overgrown weeds and from rubbish. Site appearance during any construction shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the property. In the event any Lot is not so maintained, then the Association shall have the right to enter upon said Lot for the purpose of cutting and removing overgrown weeds and rubbish, and the expense thereof shall be charged to and paid by the owner of each Lot. No such entry shall be deemed a trespass. If the expense is not paid by said Homeowner within thirty (30) days after being provided with a notice of such charge, the same shall become a lien upon said Lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of the Association.

(v) Each Homeowner at the time of the construction of his Dwelling, shall in accordance with the requirements of the Committee, construct on his lot a sidewalk. The placement of the sidewalk shall be completed prior to the issuance of a Certificate of Occupancy for his Dwelling.

(w) Once a Lot has been sold by the Developer, the Homeowner shall construct a Dwelling upon said Lot and shall obtain a Certificate of Occupancy within twenty-four (24) months from the day said Homeowner obtains a fee simple title to said Lot. If the Homeowner does not build a Dwelling as aforesaid, the Developer may purchase the Lot from the Homeowner at the same price that the Developer sold said Lot to the Homeowner. This covenant shall run with the land and is binding upon all heirs, successors, assigns and grantees of the Homeowner. This provision shall not apply to the Developer.

Section 8. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration, or any Supplemental Declaration, will be interpreted, construed, or applied to prevent the Developer, or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by the Developer, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

(a) Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease, or otherwise; or

(b) Development. Conducting thereon its business of completing the Work, establishing the Property as a residential community, and disposing of the Property in parcels by sale, lease or otherwise, including the construction and maintenance of a model to be used in the sales program; or

(c) Signs. Maintaining such signs as may be reasonably necessary or convenient in connection with the sale, lease, or other transfer of the Property in parcels.

Section 9. Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or any applicable Supplemental Declaration, or to investigate or enforce the provisions of the Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot may not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority conferred by Law. Such consent will not be unreasonably withheld or delayed.

#### ARTICLE IV: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment, shall assume and be responsible for enforcement. References in this Article to Committee shall mean the Developer until the Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subjected to this Declaration.

Section 1. Approval of Plans and Architectural Control Committee. For the purpose of further insuring the development of the Property and as a residential area of highest quality and standard, and in order that all improvements on each Lot (including landscaping) shall present an attractive and pleasing appearance from all sides of view, the Architectural Control Committee, consisting of three (3) members appointed by the Association shall have, the exclusive power and discretion to control and approve all of the buildings, Dwellings, structures, landscaping and other improvements on each Lot in the manner and to the extent set forth herein. No Dwelling, building, fence, wall, utility yard, driveway, swimming pool, landscaping or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any modification, addition to, or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation of the Lot and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, or where applicable, grading and landscaping plans for the Lot, have been submitted to and approved in writing by the Committee. All architectural, remodeling and landscape plans must be accompanied by site plans which show the siting of the Dwellings on each side of the Dwelling under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of the Property. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Homeowner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed

construction and of the materials of which the same are proposed to be built to the Lot upon which it is proposed to be erected same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring Lots. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Homeowner's cost. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with. The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications. For the period ending June 30, 1984, said fee shall not exceed fifty dollars (\$50.00) for each review of house plans and specifications, which fee shall be completely separate from the purchase price, and for the period ending June 30, 1984, said fee shall not exceed twenty-five dollars (\$25.00) for repairs, remodeling, alteration or addition.

(a) It shall be the responsibility of the Committee from time to time to publish and distribute to architects and Homeowners a list of specifications, materials and standards for construction of Dwellings, acceptable to the Committee.

(b) Plans and specifications shall be prepared by an architect registered in the State of Florida. The architect submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions. This requirement may be waived, in whole or in part, by the Committee upon application of the Homeowner and showing to the Committee of good cause for waiving such requirement.

(c) All structures must be built to comply substantially with the plans and specifications as approved by the Committee.

#### ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Homeowner of a Lot that is subject to assessment under Article VIII, of this Declaration shall become a member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person each such person is a member. A Homeowner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Homeowner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

Section 2. Voting. The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Homeowners except



Developer. The Class B members shall be the Developer. Upon termination of Class B membership, as provided below, Class A members are all Homeowners, including Developer so long as such Developer is a Homeowner. All members, Class A or Class B, are entitled to cast one vote for each Lot owned; but, as provided in the Association's Articles, the Class B members are entitled to elect the Association's directors until termination of Class B membership.

Section 3. Co-Ownership. If more than one person owns an interest in any Lot, all such persons are members; but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 4. Class B Termination. The Class B membership will terminate and convert automatically to Class A membership upon the happening of any of the following, whichever occurs first:

(a) The Developer conveys other than to a successor Developer, all of its respective right, title and interest in and to all the Lots of Caloosa Country Club Estates. For purposes of this provision, a Lot shall be considered conveyed when the Deed is duly recorded.

(b) The Developer records a disclaimer of its respective Class B membership.

Upon termination of Class B membership, all provisions of the Declarations, Articles, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

Section 5. Amplification. The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Homeowners set forth in this Declaration, or any Supplemental Declaration. Developer intends the provisions of this Declaration and any applicable Supplemental Declaration on the one hand, and the Articles and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration, or any applicable Supplemental Declaration, control anything in the Articles or By-Laws to the contrary. -

#### ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. Association. The Association shall govern, make rules and regulations, control and manage the Lots, Common Properties located on the Property pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on the Common Properties if said taxes are billed to the Association as differentiated from being billed to the Homeowner and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and for maintenance, repair, upkeep and replacement of Common Properties and facilities which may be located thereon as follows:

(a) Notwithstanding the foregoing, the Association may, but is not obligated to, employ Security Guard(s) or a Security Guard Service. If a Security Guard(s) or Security Guard Service is employed by the Association, the Board of Directors shall determine, in their sole discretion, the schedule and cost of expense of Security Guard(s) or Security Guard Service and the expense of same shall be paid by said Association as follows: each member of the Association shall pay an equal share. The Developer, while in control of Association, does not intend to hire or pay for Security Guard(s).

(b) Maintain the Common Properties described in the plat(s) of the Property and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association and obtain and pay the premium for public liability insurance as to said Common Properties which said insurance policy(s) shall be in the name of the Association for the benefit of the Association and its members and such other parties as the Association determines. Notwithstanding the foregoing, the Developer shall be named as an insured party under said insurance policy. The aforesaid insurance policy shall be in such amounts, subject to such conditions and contain such provisions including deductible provisions as the Board of Directors of the Association determines in their sole discretion and said officers and Board of Directors may obtain such other type of insurance as they deem advisable. The Common Properties are to be maintained by the Association as provided herein and shall be maintained in good condition and repair. Should real property ad valorem taxes or governmental liens as to Common Properties be assessed against the billed Lots, the Board of Directors shall have the right to determine, in their sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens and such amount as they determine should be paid by the Association shall be levied as a special assessment pursuant to Article VIII of this Declaration.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be paid by members of the Association as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time, the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of Incorporation of the Association. The Board of Directors shall have the power and authority to levy a special assessment should one become necessary as determined by them in their sole discretion and said special assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association. A regular assessment shall be payable in advance or monthly, quarterly, or on a semi-annual or annual basis or otherwise as determined by the Board of Directors.

3. Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract the management of the Association and recreation area, if any, and to lease the recreation areas, further having the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ personnel to perform the services required for proper administration of the Association.

The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.



#### 4. Easements.

(a) Easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the Lots which are subject to these restrictions are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from such Lots, the flight of golf balls over and upon such Lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with the all the other common and usual activities associated with the game of golf and with all the normal usual activities associated with the operation of a country club. The Association shall have the right to prescribe, in writing to the governing body charged with operating the golf course and country club, the manner and extent to which the rights under this easement shall be exercised and may grant the right to so prescribe to any lessee thereof.

(b) Easements for installation and maintenance of utilities and drainage facilities are reserved (or shown on the recorded plat or as heretofore granted by Developer). Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given.

(c) Easements over, under, across and through each Lot are hereby expressly granted to the Association for the purpose of making any repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they performed.

(d) The easement area of each Lot and all improvements in it shall be maintained by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

#### ARTICLE VII: MAINTENANCE OF UNITS AND LOTS AND IMPROVEMENTS THEREON AND LANDSCAPING THEREON

(a) Homeowners. The applicable Homeowner shall be responsible for the maintenance, repair and replacement of all improvements and landscaping on his Lot and such other areas as are provided herein. Any area or matter not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by the applicable Homeowner(s).

(b) Failure to Maintain Lots. In the event a Homeowner of any Lot shall fail to maintain or repair the Lot, or improvements thereon and the landscaping thereon, if any, within 30 days written notice of same, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and any improvements thereon and landscaping thereon. The cost of same shall be added to and become part of the assessment to which said Lot is subject and said cost shall be a lien upon said Lot with the same force and effect and the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

#### ARTICLE VIII: COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. For each Lot within the Caloosa Country Club Estates, each Homeowner of any Lot by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant, to pay to the Association:

(a) An Annual Assessment, as defined in Section 2 of this Article; and

(b) Special Assessments, as defined in Section 5 of this Article; and

(c) Specific assessments against any particular Lot that are established pursuant to any provision of this Declaration, or applicable Supplemental Declaration, as provided in Section 6 of this Article; and

(d) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made as provided in Section 10 of this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Homeowner(s) of such Lot when such assessment fell due. Such personal obligation for delinquent assessments shall become a joint and several obligation of the Homeowner's successors in title upon transfer of a Lot while delinquent assessments are outstanding.

Section 2. Purpose of Assessments; General Assessment. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, the operation and management of the Association and the Common Properties. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association.

Section 3. Initial General Assessment. The initial General Assessment shall be \$5.00 per month and will remain in effect until a different General Assessment may be determined as provided in Section 4.

Section 4. Determination of General Assessment. Except with regard to the initial General Assessment, the amount of the General Assessment shall be fixed by the Board of Directors at least 30 days in advance of each General Assessment period, and shall be based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the General Assessment should be given to every Homeowner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The General Assessment must be payable in equal monthly installments without interest until delinquent, and prepayable in whole at any time or times during the applicable assessment period without penalty or other consideration. At the discretion of the Board of Directors, the General Assessment may be collected on a quarterly, semi-annual or annual basis rather than collected each month.

Section 5. Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Homeowner to the Association arising under any provision of this Declaration, or any applicable Supplemental Declaration, also may be assessed by the Association against such Homeowner's Lot after such Homeowner fails to pay it when due and such default continues for 30 days after written notice.

Section 7. Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform throughout Caloosa Country Club Estates.

Section 8. Commencement of General Assessment. The General Assessment as to each Lot owned by a Homeowner other than the Developer commences on the first day of the month following the closing of the purchase of the respective Lot by the Homeowner from the Developer.

Section 9. Developer's Assessment. Developer shall pay to the Association the General Assessment with respect to only those Lots owned by Developer and for which sodding of the lawn area has been completed. Such General Assessment shall commence with respect to each such Lot on the first day of the month following completion of the lawn area sodding and shall terminate with the end of the month during which closing is held on the sale of said Lot.

Section 10. Lien for Assessment. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such Notice of Lien will affect the existence or priority of the Association's lien.

Section 11. Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or assessment against a specific Lot have been paid and, if not, the unpaid balance(s).

Section 12. Remedies of The Association. Any assessment not paid within 30 days after its due date bears interest at the rate of eighteen percent (18%) per annum or such other rate as may be from time to time determined by the Board. The Association may bring an action at law against the Homeowner personally obligated to pay such assessment, or foreclose its lien against such Homeowner's Lot. No Homeowner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 13. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Homeowner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Homeowner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a prorata basis and paid as of the date the Homeowner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other



legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Homeowner for such deficiency.

Section 14. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any valid First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to the valid foreclosure of any First Mortgage, or any valid voluntary conveyance or other proceeding in lieu of such foreclosure, extinguishes the assessment lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such delinquent amounts by suit against any Homeowner personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from their lien. The Association may give any encumbrancer of record 30 days notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 15. Homesteads. By acceptance of a deed to any Lot, each Homeowner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

#### ARTICLE VII: OPERATION

Section 1. Operation. The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors, and assigns.

#### ARTICLE VIII: GENERAL PROVISIONS

Section 1. Enforcement. Unless expressly provided otherwise, the Association, or any Homeowner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration, or any Supplemental Declaration, or both. If the Association or any person entitled to enforce any of the provisions of this Declaration, or any Supplemental Declaration, is the prevailing party in any litigation involving this Declaration, or any Supplemental Declaration, or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Homeowner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Homeowner's Lot, as provided in Article VIII. Failure by the Association or by any Homeowner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

Section 2. Amendment. Developer may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to two (2) years after the date on which Developer shall have con-

veyed ninety percent (90%) of the Lots on the Property. Two years after Developer shall have conveyed ninety percent (90%) of the Lots on the Property, this Declaration may be amended, rescinded, or terminated: (i) on or before January 1, 2002, by an instrument executed by the Association with the formalities from time to time required of a deed and signed by not less than ninety percent (90%) of all Homeowners; and, (ii) thereafter by an instrument so executed by the Association and signed by not less than seventy percent (70%) of all Homeowners. No amendment is effective until recorded; and the Association's proper execution will entitle it to public record, notwithstanding the informal execution by the requisite percentage of Homeowners. Notwithstanding the foregoing, no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless 100% of the Class B members shall approve and join in such instrument. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded.

Section 3. Rights of Mortgagees. Any Mortgagee has the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

(b) Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

(c) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association, provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies.

(d) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any Mortgagee also is entitled to receive any notice that it required to be given to the Class "A" members of this Association under any provision of this Declaration, or any Supplemental Declaration, or the Association's Articles or By-Laws.

Section 5. Severability. Invalidity of any particular provision of this Declaration, or any Supplemental Declaration, by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration, or any Supplemental Declaration, when necessary to avoid a finding of invalidity while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Subdivision.

Section 6. Joinder. Should title to any Lot of the Subdivision have been conveyed by Owner prior to the recording of this Declaration, such owners of Lots by their signature to a



Joinder shall be deemed to have joined with the Owner in the recording of this Declaration and shall have subordinated their right, title and interest in the Lot to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

IN WITNESS WHEREOF, Owner has duly executed this instrument on the 26 day of July, 1982.

(SEAL)

W-G DEVELOPMENT CORP.

By: [Signature]

Title: President

Attest: Ethel Drubb

Assistant Secretary

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 26 day of July, 1982, by Jay Krinsky and Ethel Grubbs, as President and Secretary respectively of W-G DEVELOPMENT CORP., on behalf of the corporation.

Witness my hand and official seal on the day and year first above written.

Mary L. Duquardo  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

Notary Public State of Florida at Large  
My Commission Expires Nov. 3, 1984.

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS:  
CALOOSA COUNTRY CLUB ESTATES

This Amendment to the "DECLARATION OF COVENANTS AND RESTRICTIONS: CALOOSA COUNTY CLUB ESTATES" is made and entered into this 7th day of October, 1982, by W-G DEVELOPMENT CORP., a Florida corporation, ("Owner").

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located in Hillsborough County, Florida, which is subject to a certain "Declaration of Covenants and Restrictions: Caloosa Country Club Estates" (hereinafter "Declaration"), dated July 26, 1982, and recorded in Official Records Book 3988, Page 281, of the Public Records of Hillsborough County, Florida; and

WHEREAS, Owner now desires to modify and amend said Declaration,

THEREFORE, Owner does hereby modify, change and amend said Declaration as follows:

1. Section 2 of Article III shall be amended so that as amended it shall read as follows:

"Section 2. Utility Easements. Developer has identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are shown on the plat (recorded or to be recorded) of the Property or such other instrument defining them. In addition to the above, Developer hereby reserves unto itself its successors and assigns an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of a two-way communication and security system. Such utilities as well as the Developer, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements."

2. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Owner has duly executed this instrument on the 7 day of October, 1982.

W-G DEVELOPMENT CORP.

(SEAL)

By: [Signature]

Title: President

Attest: [Signature]

Assistant Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Record Verified:  
James F. Taylor, Jr.  
Clerk of Circuit Court

by [Signature]  
Deputy Clerk

The foregoing instrument was acknowledged before me this 7 day of October, 1982, by Jay Krinsky and Ethel Grubbs, as President and Assistant Secretary, respectively, of W-G DEVELOPMENT CORP., on behalf of the corporation.

Kicki Alderman  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

SUPPLEMENTARY DECLARATION  
TO THE  
DECLARATION OF COVENANTS AND  
RESTRICTIONS: CALOOSA COUNTRY CLUB ESTATES

THIS SUPPLEMENTARY DECLARATION is made this 14 day of MARCH, 1985, by SUNMARK COMMUNITIES CORP. f/k/a W-G DEVELOPMENT CORPORATION, a Florida corporation ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A attached hereto (the "Property") and desires to create thereon an exclusive residential community property; and

WHEREAS, Developer desires to insure the attractiveness of the individual lots and community facilities in said subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Property, and to provide for the maintenance of common areas and other community facilities; and, to this end, desires to add the Property to the existing Caloosa Country Club Estates and subject the real property described in Exhibit A to the covenants, conditions, restrictions, easements, charges and liens, set forth in that Declaration of Covenants and Restrictions: Caloosa Country Club Estates as recorded in Official Records Book 3988, Page 281, of the Public Records of Hillsborough County, Florida (the "Declaration"); and

NOW, THEREFORE, the Developer hereby declares that pursuant to Article II, Section 2 of the Declaration the real property described in Exhibit A, is added to the existing Caloosa Country Club Estates; the jurisdiction of the Caloosa Country Club Estates Property Owners' Association, Inc. and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

IN WITNESS WHEREOF, Owner has duly executed this instrument on the 14 day of March, 1985.

(SEAL)

SUNMARK COMMUNITIES CORP.

Attest: Exel Grubbs  
Assistant Secretary

By: [Signature]

Title: Exec. VP

STATE OF Florida )  
COUNTY OF Hillsborough )

RECORD VERIFIED  
[Signature]  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Kathy L. Watson, D.C.

The foregoing instrument was acknowledged before me this 14 day of March, 1985, by THOMAS J. DANAHY and ETHEL GRUBBS, as EXEC. V.P. and ASST. Sec. respectively of SUNMARK COMMUNITIES CORP., on behalf of the corporation.

Witness my hand and official seal on the day and year first above writ-


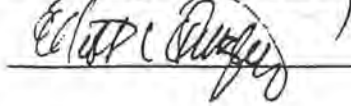
May E. Duajardo  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:  
BY CONVICTION EXP. NOV. 3, 1988  
BONDED THRU GENERAL INS. UNO.

JOINDER OF MORTGAGEE  
TO THE SUPPLEMENTARY DECLARATION TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS:  
CALOOSA COUNTRY CLUB ESTATES

FIRST NATIONAL BANK OF CHICAGO, a national banking association, herein called "Mortgagee", the owner and holder of a mortgage encumbering the property described in Exhibit A, attached hereto, which mortgage is dated the 15th day of February, 1981, and recorded in O.R. Book 3775, Page 322, in the Public Records of Hillsborough County, Florida, joins the making of the foregoing Supplementary Declaration to the Declaration of Covenants and Restrictions: Caloosa Country Club Estates, and the Mortgagee consents and subordinates its lien to the Declaration, amendments thereto and this Supplementary Declaration.

Signed, sealed and delivered  
in the presence of:

The First National Bank of Chicago

By: Paul F. Donovan  
Its VICE PRESIDENT

Attest: Timothy J. Carew  
Its Assistant Vice President

(CORPORATE SEAL)

STATE OF ILLINOIS )  
COUNTY OF COOK )

BEFORE ME, the undersigned authority, personally appeared PAUL F. DONOVAN and TIMOTHY J. CAREW, the VICE PRESIDENT and ASSISTANT VICE PRESIDENT, respectively, of THE FIRST NATIONAL BANK OF CHICAGO, who acknowledged before me that they, as officers of said corporation, executed this Joinder and affixed the seal of the corporation and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the said County and State this 22ND day of MARCH, 1985.

(Notarial Seal)

William L. [unclear]  
NOTARY PUBLIC  
State of ILLINOIS at Large

My Commission Expires:

B(2)/WG4F  
FF5

SUPPLEMENTARY DECLARATION  
TO THE  
DECLARATION OF CONDOMINIUM AND  
RESTRICTIONS: CALOOSA COUNTRY CLUB ESTATES

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 6, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being described as follows:

Beginning at the point of intersection of the Easterly right-of-way line of Caloosa Boulevard and the Northerly boundary of CALOOSA SUBDIVISION as recorded in Plat Book 51, Page 41, Public Records of Hillsborough County, Florida; thence along the Easterly right-of-way line of Caloosa Boulevard; the following five (5) courses: 1) N.13°36'34"E., 177.00 feet to a point of curvature; 2) North-easterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet (chord bearing N.58°36'34"E., 35.36 feet); 3) N.13°36'34"E., 60.00 feet; 4) Northwesterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet (chord bearing N.31°23'26"W., 35.36 feet) to a point of tangency; 5) N.13°36'34"E., 100.00 feet; thence along the boundary of the property described in Official Record Book 3758, Page 393, Public Records of Hillsborough County, Florida, the following two (2) courses: 1) S.76°23'26"E., 301.52 feet; 2) S.50°01'28"E., 870.27 feet; thence S.39°58'32"W., 115.00 feet; thence S.50°01'28"E., 39.00 feet to a point of curvature; thence Southeasterly, 16.00 feet along the arc of a curve to the right having a radius of 400.00 feet (chord bearing S.48°52'42"E., 16.00 feet); thence S.42°16'05"W., 50.00 feet; thence Westerly, 40.27 feet along the arc of a curve to the left having a radius of 25.00 feet (chord bearing S.86°07'18"W., 36.06 feet); thence N.49°43'35"W., 50.00 feet; thence S.39°58'32"W., 77.50 feet; thence N.50°01'28"W., 115.00 feet; thence S.39°58'32"W., 12.60 feet; thence S.81°37'00"W., 108.23 feet; thence along the afore-said Northerly boundary of CALOOSA SUBDIVISION, the following three (3) courses: 1) N.45°03'40"W., 329.42 feet to a point of curvature; 2) Northwesterly, 218.72 feet along the arc of a curve to the left having a radius of 400.00 feet (chord bearing N.60°43'33"W., 216.01 feet) to a point of tangency; 3) N.76°23'26"W., 243.54 feet to the Point of Beginning.

Containing 8.59 acres, more or less. also known as CALOOSA COUNTRY CLUB  
ESTATES, UNIT II;

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 6, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

Beginning at the most Easterly corner of Lot 13, Block 1, CALOOSA COUNTRY CLUB ESTATES, UNIT 2, as recorded in Plat Book 55, Page 52, Public Records of Hillsborough County, Florida, run thence along the boundary of the property described in Official Record Book 3798, Page 393, Public Records of Hillsborough County, Florida, S.50°01'28"E., 122.06 feet; thence along the Northeasterly boundary of the property described in Official Record Book 4023, Page 715, Public Records of Hillsborough County, Florida, the following two (2) courses: 1) S.44°52'15"E., 343.00 feet; 2) S.18°32'51"E., 343.00 feet; thence along the boundary of the aforesaid property described in Official Record Book 3578, Page 393, the following two (2) courses: 1) S.05°37'18"W., 504.06 feet; 2) S.12°05'36"E., 778.17 feet to a point on the Northerly boundary of SUN CITY CENTER, UNIT 47, as recorded in Plat Book 57, Page 3, Public Records of Hillsborough County, Florida; thence along said Northerly boundary, the following three (3) courses: 1) S.33°36'01"W., 24.16 feet; 2) S.04°58'26"W., 103.83 feet; 3) N.85°01'34"W., 330.00 feet; thence N.04°58'28"E., 116.89 feet; thence N.25°47'18"W., 517.42 feet; thence NORTH, 852.51 feet; thence N.31°42'33"W., 265.00 feet; thence N.56°26'30"W., 80.45 feet to a point on a curve; thence Northeasterly, 22.40 feet along the arc of a curve to the right having a radius of 200.00 feet and a central angle of 06°25'02" (chord bearing N.36°46'01"E., 22.39 feet) to a point of tangency; thence N.39°58'32"E., 154.41 feet to a point of curvature, said curve being on the Southeasterly boundary of the aforesaid CALOOSA COUNTRY CLUB ESTATES, UNIT 2; thence along said Southeasterly boundary the following five (5) courses: 1) North-easterly, 40.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 92°17'33" (chord bearing N.86°07'18"E., 36.06 feet); 2) N.42°16'05"E., 50.00 feet to a point on a curve; 3) Northwesterly, 16.00 feet along the arc of a curve to the left having a radius of 400.00 feet and a central angle of 02°17'33" (chord bearing N.48°52'42"W., 16.00 feet) to a point of tangency; 4) N.50°01'28"W., 39.00 feet; 5) N.39°58'32"E., 115.00 feet to the Point of Beginning.

Containing 18.37 acres, more or less. also known as CALOOSA COUNTRY CLUB  
ESTATES, UNIT III;

and also



EXHIBIT "A"

CALOOSA COUNTRY CLUB ESTATES, UNIT I

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 6, Township 32 South, Range 20 East, Hillsborough County, Florida, said parcel being described as follows:

Beginning at the point of intersection of the Westerly right-of-way line of Caloosa Boulevard, and the Northerly boundary of CALOOSA SUBDIVISION as recorded in Plat Book 51, Page 41, Public Records of Hillsborough County, Florida; run thence along said Northerly boundary of CALOOSA SUBDIVISION the following two (2) courses: 1) N.76°23'26"W., 85.00 feet; 2) N.85°09'25"W., 326.12 feet; thence N.89°33'01"W., 270.04 feet along the Northerly boundary of SUM LAKES SUBDIVISION as recorded in Plat Book 52, Page 17, Public Records of Hillsborough County, Florida; thence N.05°49'19"W., 325.00 feet; thence along the boundary of the property described in Official Record Book 3758, Page 393, Public Records of Hillsborough County, Florida, the following two (2) courses: 1) N.84°10'41"E., 576.21 feet; 2) S.76°23'26"E., 234.99 feet; thence along the aforesaid Westerly right-of-way line of Caloosa Boulevard the following five (5) courses: 1) S.13°36'34"W., 100.00 feet to a point of curvature; 2) Southwesterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet (chord bearing S.58°36'34"W., 35.36 feet); 3) S.13°36'34"W., 60.00 feet; 4) Southeasterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet (chord bearing S.31°23'26"E., 35.36 feet) to a point of tangency; 5) S.13°36'34"W., 177.00 feet to the Point of Beginning.

Containing 6.24 acres, more or less.

EXHIBIT A (continued)

DESCRIPTION: A parcel of land lying in the East 1/2 of Section 6, Township 32 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Beginning at the most Easterly corner of Lot 1, Block V, Del Webb's SUN CITY, Florida, UNIT NUMBER 30 according to map or plat thereof, as recorded in Plat Book 42, Page 92, Public Records of Hillsborough County, Florida; run thence along the Easterly boundary of said Del Webb's SUN CITY, Florida, UNIT NUMBER 30, N.20°28'21"W., 439.90 feet to a point of curvature; thence continue along said Easterly boundary, Northerly, 343.35 feet along the arc of a curve to the right having a radius of 960.00 feet and a central angle of 20°29'32" (chord bearing N.10°13'35"W., 341.52 feet) to a point of tangency; thence continue along said Easterly boundary of Del Webb's SUN CITY, Florida, UNIT NUMBER 30, and the East boundary of SUN CITY CENTER, UNIT 44-A, according to map or plat thereof as recorded in Plat Book 48, Page 37, Public Records of Hillsborough County, Florida, N.00°01'11"E., 881.88 feet to the Northeast corner of Lot 3, Block 3, of said SUN CITY CENTER, UNIT 44-A; thence along the Easterly boundary of CALOOSA SUBDIVISION, according to map or plat thereof as recorded in Plat Book 51, Page 41, Public Records of Hillsborough County, Florida, N.06°34'19"E., 260.05 feet to the most Easterly corner of Lot 3, Block 1, of said CALOOSA SUBDIVISION, also being the most Southerly corner of Lot 10, Block 2, CALOOSA COUNTRY CLUB ESTATES, UNIT 11, according to map or plat thereof as recorded in Plat Book 53, Page 52, Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said Lot 10, N.81°37'00"E., 108.23 feet; thence along the Southeastly boundary of said Lot 10, N.39°58'32"E., 12.50 feet to the most Westerly corner of Lot 11, Block 2, of said CALOOSA COUNTRY CLUB ESTATES, UNIT 11; thence along the Southwesterly boundary of said Lot 11, S.90°01'28"E., 115.00 feet to the most Southerly corner of said Lot 11; thence along the Southeastly boundary of said Lot 11, N.39°58'32"E., 77.50 feet; thence along the Southwesterly boundary of said CALOOSA COUNTRY CLUB ESTATES, UNIT 11, S.49°43'35"E., 50.00 feet; thence S.39°58'32"W., 154.41 feet to a point of curvature; thence Southwesterly, 22.40 feet along the arc of a curve to the left having a radius of 200.00 feet and a central angle of 06°25'02" (chord bearing S.36°46'01"W., 22.39 feet); thence S.56°26'30"E., 80.45 feet; thence S.31°42'33"E., 265.00 feet; thence SOUTH, 852.51 feet; thence S.25°47'18"E., 517.42 feet; thence S.04°58'26"W., 116.89 feet to the Northerly boundary of SUN CITY CENTER, UNIT 47, according to map or plat thereof as recorded in Plat Book 57, Page 3, Public Records of Hillsborough County, Florida; thence along said Northerly boundary, N.85°01'34"W., 144.98 feet to a point of curvature; thence continue along said Northerly boundary, Westerly, 269.11 feet along the arc of a curve to the left having a radius of 605.00 feet and a central angle of 25°29'07" (chord bearing S.82°13'53"W., 266.89 feet) to a point of tangency; thence continue along said Northerly boundary, S.69°29'19"W., 7.01 feet to the Point of Beginning.

Containing 16.99 acres, more or less. Also known as CALOOSA COUNTRY CLUB ESTATES, Unit IV.

RECORD VERIFIED

Clerk of Circuit Court  
Hillsborough County, Fla.  
By Sandra L. Neely, D.C.

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

SECOND AMENDMENT TO  
THE DECLARATION OF COVENANTS & RESTRICTIONS  
CALOOSA COUNTRY CLUB ESTATES  
PROPERTY OWNERS ASSOCIATION, INC.

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CALOOSA COUNTRY CLUB ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Second Amendment") is made and entered into this 30th day of November, 1990.

WHEREAS, certain real property located in Hillsborough County, Florida, which is subject to a Declaration of Covenants and Restrictions for Caloosa Country Club Estates, ("Declaration") dated July 26, 1982, and recorded in Official Records Book 3988, Page 281 of the Public Records of Hillsborough County, Florida; and

WHEREAS, such Declaration was amended by a First Amendment dated October 7, 1982 and recorded in Official Records Book 4011, Page 1793; further amended by a Supplementary Declaration dated March 14, 1985 Recorded in Official Records Book 4530, Page 681, all of which are recorded in the Public Records of Hillsborough County, Florida; and

WHEREAS, on August 7, 1989 Lot 7 of Caloosa Country Club Estates IV was conveyed to William and Margaret Lutz Recorded in Official Records Book 5763 Page 1169 in Public Records of Hillsborough County, Florida, which constituted ninety percent (90%) of lots conveyed; and

WHEREAS, in accordance with Article VIII: General Provisions, Section 2 of the Declaration of Covenants and Restrictions, the Developer may amend this Declaration by instrument executed with the formalities of a deed without the approval or joinder or any other party at any time prior to two (2) years after the date on which Developer shall have conveyed ninety percent (90%) of the Lots on the Property; and

NOW, THEREFORE, the Declaration shall be amended as follows:

1. Article IX is hereby created and added to the Declaration and shall read as follows:

ARTICLE IX: MEMBERSHIP IN COMMUNITY ASSOCIATION

Section 1. Membership. Each Resident (not exceeding two Residents, unless otherwise provided by the Board of Directors of the Community Association) of a Unit which is subject to assessment pursuant to Section 2 of this Article, is hereby declared to be a Community Association Member. Community Association Membership is appurtenant to and shall not be separated from a Unit. Each Homeowner, by acceptance of a deed or other conveyance of the 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 Unit to all of the obligations, burdens and benefits of this Article and thereby subjects said Unit and the Community Association Members connected with such Unit with to all rules, regulations and authorities of the Community Association, its articles of incorporation and by-laws.

Section 2. Creation of the Lien and Personal Obligation for Assessments.

(a) Each Homeowner (excluding Declarant, its affiliates, the Association and the Community Association) by acceptance of a deed to a Unit, whether or not it shall be deemed to covenant and agree, personally and unconditionally, and if there is more than one Homeowner of such Unit, jointly and severally, to pay to the Community Association such assessments as are levied by the

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Community Association. Such assessments, together with interest thereon and the cost of collection, if any, as provided in the articles of incorporation and by-laws of the Community Association shall be a charge and a continuing lien upon the Unit against which such assessment is made and upon the membership(s) appurtenant thereto. Each such assessment, together with such interest and costs thereon, shall also be a personal obligation of the Homeowner who was the Homeowner of such Unit at the time when the same fell due.

**Section 3. Non-Payment of Assessments.**

(a) Any assessment or installment thereof levied by the Community Association which is not paid when due shall be delinquent. In the event of a delinquent instrument of any such assessment, the Board may, upon ten (10) days notice to the Homeowner, accelerate the maturity of all remaining installments due with respect to the then current budget year.

The Community Association shall have a lien for unpaid assessments, together with interest thereon, against such Unit and on all tangible personal property located within the Unit, subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Community Association incidental to the collection of such assessments, or the enforcement of such lien, together with all sums advanced and paid by the Community Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Community Association in order to preserve and protect its lien, shall be payable by the Homeowner of the Unit and secured by such lien. The Community Association may take such action as it deems necessary to collect such 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 Community 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 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 Community Association with respect to such Unit or chargeable to the former Homeowner of such 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 Community Association collectible from Assessments levied by the Community Association. Notwithstanding the foregoing, such sale or transfer shall not relieve the Unit and 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 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 Homeowner(s) of such Unit. The Community Association may assign its claim and lien rights for the recovery of any unpaid assessments to any Homeowner or Homeowners of 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 Community Associations's rights and remedies may

be waived only by written authority of the Community Association's Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

Section 4. Binding Effect. Notwithstanding anything in this Declaration to the contrary, the covenants, conditions and restrictions set forth in this Article shall run with and bind the Property and any additional property submitted to this Declaration and shall inure to the benefit of and be enforceable by the Community Association and/or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for the 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 Homeowners and their mortgagees representing seventy-five percent (75%) or more of the 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 Community Association Members.

Section 5. Amendment. Notwithstanding anything herein to the contrary, this Article may only be amended by recording of an instrument executed by the President and attested to by the Secretary of the Community Association, indication that seventy-five (75%) percent of the votes of all Community Association Members 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 Community Association Member, Homeowner and mortgagee appearing in the records of the Community 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 Homeowners of their rights and interests in the Community Association or to impose a substantially greater economic burden upon individual Homeowners, unless such amendment is executed by or consented to by all Homeowners.

2. All provisions of the Declaration not specifically modified, added or amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this instrument on the 30th day of November, 1990.

WITNESSES

Patricia A. Kelly  
Deputy Secretary

SUN CITY CENTER CORP.

By: Jerry L. Starkey  
Vice President

Attest: Brenda A. Hartog  
As its: Asst. Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before this 30th day of November, 1990 by JERRY L. STARKEY as Vice President and BRENDA HARTOG as Asst. Secretary of SUN CITY CENTER CORP., a Delaware corporation, on behalf of the corporation.

Patricia A. Kelly

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT. 31, 1993  
BONDED THRU GENERAL INS. UND.



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

4524 703

This document is the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS II made this 15th day of March, 1985, 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

HT TAX

JRTAX

OC STP

EC FEE

CC NUM

QT DUE

EC CLK

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 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.

2.10 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.

2.11 Resident. Permanent occupant of a Dwelling Unit.

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

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

(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, cumu-

latively 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 Additions to Existing Property. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Sun City Center, and thereby to bring such additional properties within the jurisdiction of the Association. The additions herein authorized shall be made by filing of record one or more Supplementary Declarations with respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such additions to assessment for their just share of the Association's expenses. Each Supplementary Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; provided, however, any such Supplementary Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected hereto.

#### 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.** Invalidity 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.

By: Jay Krinsky, President

(SEAL)

THIS INSTRUMENT PREPARED BY:

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

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, Mary E. Duajardo, 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.

1985 GIVEN under my hand and seal this 15<sup>th</sup> day of March.

(Notarial Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
My Commission Exp. May 1, 1987  
BONDED THRU GENERAL INS. CO.

K/WG4E  
FF1

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

ALL LOTS in CALOCSA COUNTRY CLUB ESTATES, UNIT III, as per map  
or plat thereof recorded in Plat Book 57, Page 53-1, of the  
Public Records of Hillsborough County, Florida.

THIRD AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
CALOOSA COUNTRY CLUB ESTATES

ALL OF CALOOSA COUNTRY CLUB ESTATES  
according to maps or plats thereof recorded in  
Plat Book 53, Pages 71-1 and 71-2 (Unit I), and  
Plat Book 55, Pages 52-1 and 52-2 (Unit II), and  
Plat Book 57, Pages 53-1 through 53-3 (Unit III), and  
Plat Book 58, Pages 34-1 through 34-3 (Unit IV),  
all of which are recorded in the Public Records of Hillsborough County, Florida.

WHEREAS, certain real property located in Hillsborough County, Florida, which is subject to a Declaration of Covenants and Restrictions for Caloosa Country Club Estates (hereinafter referred to as "Declaration") dated July 26, 1982, and recorded in Official Records Book 3988, Pages 281 through 298 of the Public Records of Hillsborough County, Florida; and

WHEREAS, such Declaration was amended by a First Amendment dated October 7, 1982 and recorded in Official Records Book 4011, Page 1793; further amended by a Supplemental Declaration dated March 14, 1985 with a Joinder of Mortgagee dated March 22, 1985, both recorded in Official Records Book 4530, Pages 681 through 684; further amended by a Second Amendment dated November 30, 1990 and recorded in Official Records Book 6145, Pages 103 through 105, all of which are recorded in the Public Records of Hillsborough County, Florida; and

WHEREAS, Chapter 760.29 of the Florida Statutes requires that governing documents must reflect the requirements for consideration as housing for older persons, if that community intends to continue as housing for older persons; and

WHEREAS, the Marketable Record Title Act (MRTA) Chapter 712 of the Florida Statutes, effective October 1, 1997 is designed to preserve restrictions against title which may not have been referenced within the chain of title for a thirty (30) year continuous period; and

WHEREAS, the MRTA states that any person claiming an interest in land desiring to preserve any covenant or restriction may preserve and protect the same by filing for record, during the 30-year period immediately following the effective date of the root of title, a notice in writing, and such notice shall be acknowledged in the same manner as deeds are acknowledged for record with the Clerk of the Circuit Court of the County where the land described therein is situated; and



WHEREAS, the MRTA further states that such notice may be filed by a homeowners' association only if the preservation of such covenant or restriction is approved by a majority vote at a meeting of the membership where a quorum is present; and

WHEREAS, said Declaration for the above stated lots in Caloosa Country Club Estates requires signature approval of not less than seventy percent (70%) of all Homeowners holding record title to aforesaid lots to amend the existing covenants in whole or in part; and

WHEREAS, it is considered in the best interest of said lot owners in Caloosa Country Club Estates for the majority of lot owners to agree to amend the existing Declaration thereby demonstrating intent to remain housing for older persons, and to preserve and protect the existing Declaration from extinguishment;

NOW, THEREFORE, the Declaration of Covenants and Restrictions for Caloosa Country Club Estates is hereby amended as follows:

### ARTICLE III: PROPERTY RIGHTS AND RESTRICTIONS

#### Section 7. General Restrictions.

Replace existing sub-paragraph (s) with the following:

(s) Caloosa Country Club Estates is hereby declared to be a community of "housing for older persons", as that term is defined in federal and state fair housing laws. Each dwelling, if occupied, shall be occupied by at least one (1) person fifty-five (55) years of age or older; provided, however, that upon written petition, the Association's Board may grant a waiver of this restriction to persons at least fifty (50) years of age (based upon birthdate) but no greater than fifty-five (55) years of age (based upon birthdate) if at least one (1) person fifty (50) years of age or older will occupy, as senior housing, the dwelling that is the subject of the petition and the result of such waiver would result in at least eighty percent (80%) of all dwellings in Caloosa Country Club Estates being occupied by persons fifty-five (55) years of age or older. The Board may grant such waiver, or other as provided herein, for a limited time period and upon such terms and conditions as deemed necessary by the Board to protect the retirement character of Caloosa Country Club Estates. No person under the age of eighteen (18) years of age shall occupy any dwelling; provided, however, that such persons may visit as a guest and temporarily occupy such dwelling for periods not to exceed thirty (30) days in any calendar year. The Board shall have the right to extend said period of visitation within any calendar year.

(1) The Board shall be responsible for keeping current records reflecting the name, address, and age of the primary occupant of each dwelling within Caloosa Country Club Estates and records reflecting the basis for any decisions they may make in carrying out their responsibilities hereunder. All occupants of dwellings in

Caloosa Country Club Estates must furnish such information and verification as the Board determines is necessary or appropriate to ensure compliance with this amendment and the fair housing laws. The Board is empowered to adopt reasonable rules and procedures with regard to implementation and enforcement of these provisions.

(2) In addition to the granting of waivers as aforementioned, examples of exceptions to the requirement for the primary occupant of each dwelling to be 55 or older include, but shall not be limited to: the individual is the surviving spouse or cohabitant of a former occupant; the individual is a nurse or other medical professional whose presence would be beneficial to a resident.

(3) All persons legally residing in dwellings on the effective date of this Amendment may continue to occupy such dwelling(s) for as long as they continuously reside here. When a current owner or tenant who does not meet the age restrictions set forth herein moves from the property, or when a new sale or lease (excluding renewals of existing leases) takes place, the occupants of the dwelling will be required at that time to fully comply with the age restrictions herein.

(4) In the event the fair housing laws are amended in a manner which causes the age restriction of 55 years of age or older, as established herein, not to be in compliance with the applicable laws, as amended, then the age restriction of 55 years of age or older shall be deemed amended effective on the day the amended applicable laws become effective to be that age which will result in compliance with the applicable laws, as amended.

In all other aspects, the Declaration of Covenants and Restrictions above stated lots in Caloosa Country Club Estates is hereby ratified and confirmed.

Prepared by and return to:  
Daniel F. Pilka, Esquire  
Pilka & Associates, P.A.  
213 Providence Road  
Brandon, Florida 33594  
Tel: (813) 653-3800 • (863) 687-0780  
Fax: (813) 651-0710

INSTRUMENT#: 2018227037, O BK 25825  
PG 1044-1045 06/08/2018 at 12:00:06 PM,  
DEPUTY CLERK: TJORDAN Pat Frank, Clerk  
of the Circuit Court Hillsborough County

**THIRD AMENDMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS  
OF THE CALOOSA COUNTRY CLUB ESTATES  
PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the members of the Caloosa Country Club Estates Property Owners Association, Inc., a Florida not-for-profit corporation ("the Association"), desires to amend the Declarations of Covenants and Restrictions as recorded in Official Records Book 3988, Pages 281-298, Public Records of Hillsborough County, Florida, the First Amendment to the Declaration of Covenants and Restrictions as recorded in Official Records Book 4011, Page 1793, Public Records of Hillsborough County, Florida, and the Second Amendment to the Declarations of Covenants and Restrictions as recorded in Official Records Book 6145, Pages 103-105, Public Records of Hillsborough County, Florida (referred to herein collectively as the "Declaration"),

WHEREAS, in accordance with Article IX, Section 5 of the Second Amendments to the Declaration of Covenants and Restrictions by a vote taken on May 7, 2018, more than seventy-five percent (75%) of all the Community Association members' approval of the proposed Amendment to Article III, Section 7, and further decided to comply Chapter 720, Florida Statutes, as it may be amended from time to time, accordingly said Declaration shall be amended as follows:

ARTICLE III, Section 7 shall be amended to add sub-section (x) to read:

(x) No homeowner or property owner shall enter into a lease agreement, rental agreement, or occupancy agreement, or other similar conveyance or use of the home or residence during the first twelve (12) months of ownership of the home or residence, unless otherwise approved by the Association in the case of hardship. Lot shall be used for single family residential purposes only. Owners may rent or lease dwellings for a period of not less than six (6) months. An owner may not lease their dwelling or residence more than twice in one calendar year unless otherwise approved by the Association in the case of hardship.



An owner, at least seven (7) days prior to entering into a written lease agreement shall deliver a completed leasing information form as prepared by the Association. The Association shall have the right to enforce its Rules and Regulations and Restrictions set forth in the Declaration against the tenant and the owner without any obligation to do so against the tenant, such enforcement being the sole responsibility of the owner. Leases must be for the entire home and individual rooms within a home may not be leased.

CALOOSA COUNTRY CLUB ESTATES  
PROPERTY OWNERS ASSOCIATION,

INC.

By: Merlene M. Moll Smithyman  
Merlene Smithyman, Its President

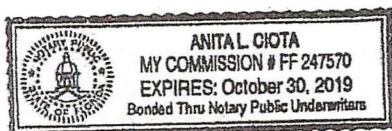
Attested to:

By: Barry Glassman  
Barry GLASSMAN Its Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME personally appeared Merlene Smithyman and \_\_\_\_\_, respectively as President and Secretary of the Caloosa Country Club Estates Property Owners Association, Inc., a Florida not-for-profit corporation, who executed the foregoing instrument, and acknowledged to and before me that they have executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 21<sup>st</sup> day of MAY, 2018.



Anita L. Cista  
Notary Public, State of Florida

ANITA L. CISTA  
Print, Type or Stamp Name of Notary

☒ Personally known to me, or  
☐ Produced identification  
Type of identification produced: