

Prepared by and Return To:
Aaron Silberman, Esq.
Silberman Law, P.A.
1105 W. Swann Avenue
Tampa, Florida 33606
Telephone: (813) 434-1266

**NOTICE OF REVITALIZATION OF THE
AMENDED DECLARATION OF RESTRICTIONS FOR SUNDANCE UNIT 5**

Pursuant to Section 720.403, *Florida Statutes*, et. seq., Sundance Association, Inc., whose business address is 3303 Arrowsmith Road, Wimauma, Florida 33598, files this notice that the Amended Declaration of Restrictions for Sundance Unit 5 have been revitalized from the filing date of this notice. A copy of the Amended Declaration of Restrictions for Sundance Unit 5 is attached hereto and made apart hereof as Exhibit "A."

Approval of the revitalization of the Amended Declaration of Restrictions for Sundance Unit 5 was approved by the owners of at least a majority of the members by written consent. Pursuant to Section 720.407(3), *Florida Statutes*, the letter of approval of the revitalization by the Department of Economic Opportunity is attached hereto as Exhibit "B," and the legal description of each affected parcel of property is attached hereto as Exhibit "C."

Shannon Piatkowski

_____, as President of the Association
Shannon Piatkowski

Michael A. Marts

Witness Printed Name: *MICHAEL A. MARTS*

Nadeen Crook

Witness Printed Name: *Nadeen Crook*

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared *Shannon Piatkowski*, as President of the Sundance Association, Inc., who is personally known to me, or _____ has produced _____ as identification, and who did take an oath, and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said Corporation.

WITNESS my hand and official Seal in the State and County aforesaid, this 15th day of December, 2015.



REBECCA CIOCI
MY COMMISSION # FF 220667
EXPIRES: May 30, 2019
Bonded Thru Budget Notary Services

Notary Public, State of Florida at Large.
Printed Name: *Rebecca Cioci*
My commission expires: 5/30/19

Michael A. Marts
MICHAEL A. MARTS as Secretary of the Association

Nadeen Crook
Witness Printed Name: Nadeen Crook

Sherry Marts
Witness Printed Name: Sherry Marts

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Michael MARTS, as Secretary of the Sundance Association, Inc., who is personally known to me, or _____ has produced _____ as identification, and who did take an oath, and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said Corporation.

WITNESS my hand and official Seal in the State and County aforesaid, this 10th day of December, 2015.

Rene S Reno

Notary Public, State of Florida at Large.

Printed Name:

My commission expires:

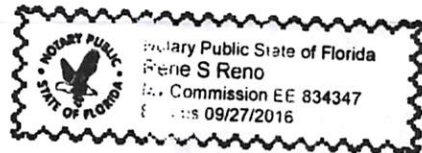


EXHIBIT "A"

AMENDED DECLARATION OF RESTRICTIONS FOR SUNDANCE UNIT 5

Note: New proposed wording is underlined, and wording being deleted is shown as being ~~stricken through~~

WHEREAS, W-G DEVELOPMENT CORP., a Florida Corporation (“the Developer”), ~~was is~~ the owner of lands known as Sundance Subdivision, Unit 5, and the Plat and original Declaration of Restrictions for such subdivision were recorded in Plat Book 45, Page 82, in the Public Records of Hillsborough County as follows:

Subdivision Unit 5 is identified in Plat Book 46, page 39-1 through 39-12, as modified by the Plat Change Resolution recorded at Official Records Book 3229, page 1228; with the Declaration of Restrictions recorded at O.R. Book 2971, page 924, as amended at O.R. Book 3052, page 1542;

WHEREAS, the Developer ~~aforementioned corporation wishes to~~ imposed the restrictions on the use and enjoyments of lots on the aforementioned lands in Sundance Subdivision Unit 5, and intended that the covenants and restrictions which were originally imposed were hereinafter set forth are to run with said land and to be binding on all persons, corporations, trustees and other legal entities owning such lots and their heirs, executors, administrators, legal representatives, successors and assigns;

WHEREAS, Sundance Association, Inc. (“the Association”) was the entity established in the original Declaration to operate and manage Unit 5 as the homeowners’ association for such Unit, and the Association has determined that it is legally and otherwise appropriate to amend and update the original Declaration, as provided for herein, in connection with the revitalization of such Declaration;

WHEREAS, the legal description of each parcel which is to be subject to these amended restrictions is identified in Exhibit A to this Amended Declaration, and the names of the current parcel owners who will be subject to this Amended Declaration are also attached as part of Exhibit A, which is incorporated herein by reference; and

WHEREAS, this Amended Declaration has been approved by a majority of the affected parcel owners in Unit 5, as required by Section 720.405(6) of the Florida Statutes.

NOW, THEREFORE, the following restrictive covenants are hereby imposed and re-imposed on Sundance Subdivision Unit 5, as such subdivision is described above, and this Amended Declaration (also referred to as the “Revived Declaration”) shall supersede the prior Declaration for Sundance Subdivision Unit 5 (also referred to herein as “Unit 5”):

1. No lot shall be used for other than single family residence purposes. There shall not exist on any lot at any time more than one single-family residence. No improvements or structures whatever, other than a first class private dwelling house, swimming pool, servants quarters, guest house or stable may be erected, placed, constructed or maintained on any lot. No

such structure shall be moved onto any lot from another location and all construction on any lot shall be new.

2. Garages or carports on any lot shall be for the use of the occupants of the residence constructed on that lot. Such garages and carports must be attached to the residence.

3. No one story residence shall be constructed on any lot with a fully enclosed floor area of less than 1200 sq. feet. No one and one-half story or higher residence shall be constructed on any lot with a total area of less than 1200 sq. feet. The foregoing requirements are exclusive of carports, garages and open porches.

4. No trucks or commercial type vehicles shall be stored or parked on any lot except in a closed garage or on any street or roadway located within the boundaries of Unit 5 except while engaged in transporting to or from or in connection with the residences in Unit 5.

5. No garage, shed, tent, trailer or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot prior to the construction thereon of a residence. No garage, shed, tent, trailer, basement or temporary building shall be used for a permanent or temporary residence purpose; provided, however, that this paragraph shall not apply to nor prevent use of adequate construction or sanitary toilet facilities for workmen during the period of construction of any structure on any lot. Except as hereinbefore provided, no outhouse, outdoor privy or toilet facilities shall be erected, constructed, placed, permitted or kept on any lot.

6. No private single-family residence erected on any lot shall be occupied in any manner during the period of its being fully completed. Nor shall any such residence, when completed, be occupied in any manner until made to comply with the requirements, covenants, restrictions and reservations set forth in this instrument.

7. Rental of any guest house or rooms thereof, servants quarters or rooms thereof, or stable erected on any lot is prohibited except in connection with the rental of the residence located on a lot.

8. No structure or improvement or any part thereof, including garages, swimming pools, carports and porches, shall be erected on any lot closer than 25 feet to the side lot lines, closer than 50 feet to the front lot line or closer than 25 feet to the rear lot line.

9. No lot shall be increased in size or surface area by either filling in any water which it abuts or surrounds or by increasing or materially changing the elevation.

10. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, permitted or maintained on any lot, nor shall any oil, natural gas, petroleum, asphaltum, hydrocarbon products or minerals of any kind be produced or extracted from any lot. No rock, gravel or clay shall be removed from any lot and no commercial activities of any type, kind or description shall be conducted on any lot.

Amended Declaration for Sundance Unit 5

11. The keeping of animals, reptiles and fowl on any lot is prohibited except for horses, dogs and cats.

a) With regard to horses, not more than 2 horses per one acre shall be permitted at any time.

b) Any animal permitted by the preceding is permitted strictly for pleasure and at no time shall such animals be kept for any trading or commercial purposes. The care and housing of all such animals is the responsibility of the lot owner and it is the lot owner's responsibility to limit the movement of such animals to the lot owner's lot.

12. No clotheslines or drying yards shall be permitted on any lot unless concealed by hedges or lattice work. No weeds, underbrush or other unsightly growth shall be permitted to grow and remain on any lot. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, not for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eyes, nor shall any substance or thing be kept, permitted or maintained on any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of any lot within Unit 5 or adjoining Units.

13. A pleasure boat and/or trailer therefor may be parked or stored on the portion of any lot beyond the front building line of a private single-family residence away from the street or roadway.

14. If and when water mains are installed in Unit 5 or any part thereof, the owners of lots therein, except for the promulgators of this instrument, are required to connect, at their own expense to such water main(s) to obtain water for household use. Such owners shall pay reasonable monthly charges for water used.

15. No elevated tank of any kind shall be erected, placed, permitted or maintained on any lot. Any tanks for use in connection with a private single-family residence constructed on any lot, including tanks for the storage of fuel, shall be buried or walled sufficiently to conceal them from the view of neighboring lots, roads and streets. Nothing in this paragraph shall apply to lots owned in Unit 5 by W-G, its successors, legal representatives and assigns.

16. No boundary wall or fence or boundary line fence shall be erected on any lot without the approval of the Architectural Committee. No fence shall obstruct access easement along lot lines. In no case, shall any fence be of barbed wire.

17. No billboards or advertising signs shall be erected, permitted, placed or maintained on any lot or improvement thereon except for a "For Sale" sign referring exclusively to the lot on which it stands and which does not exceed two (2) square feet; provided, however, that nothing in this paragraph applies to the W-G, its successors, legal representatives and assigns when engaged in activities deemed necessary by it for the operation of and sale of Lots within Unit 5.

18. There are hereby reserved all easements for county, municipal and public utility facilities and for drainage shown on any plat hereafter recorded on the Public Records of

Amended Declaration for Sundance Unit 5

Hillsborough County, Florida for Sundance Subdivision, Unit 5, and full right of ingress and egress for the W-G, its agents, employees, designees and assigns over any lot for the purpose of installing, maintaining, inspecting and servicing the utilities and drains for which the easement are reserved.

19. In the event a governmental agency or authority should require the installation of any improvements in Unit 5, including, but not limited to, storm sewers, sanitary sewers, sidewalks, curbs and gutters, street lighting and gas mains, the purchasers or owners of a lot or lots in Unit 5, except for the promulgators of this instrument, shall pay his or their proportionate share of the cost and expense of installing such improvement(s). This proportionate share shall be computed by dividing the total cost of the improvement by the number of lots served by the improvement or section thereof. Where applicable, all structures on any lot shall be connected to the improvement, if any, as soon as it is constructed and thereafter the use of alternative methods of achieving the same purpose and objective of the improvement shall be prohibited. Where applicable, owners of lots shall pay a reasonable monthly minimum charge for the use of the improvement.

20. No lot in Unit 5 shall be divided into building lots of less than one (1) acre in size, having a minimum of 150 feet road frontage.

21. No residence, building, fence or other structure of any type, including a swimming pool, and no planting of any kind shall be erected, placed or maintained on any lot until the plans and specifications therefor, the appearance and color plan thereof, the height thereof, the plot plan showing the location thereof and the grading plan thereof shall have been approved by the Architectural Committee created hereinafter; and no change in the exterior appearance, type, color, grade and height of any residence, building, fence or other structure of any type and any planting of any kind shall be made without the written approval of the committee of the plans and specifications, detail and appearance thereof.

The Architectural Committee shall function as follows:

a) All plans and specification shall have been prepared by a duly licensed Florida architect unless the Committee otherwise consents in writing.

b) All plans and specifications shall be submitted in duplicate and delivered, with the address of the submitting party, to the Committee at ~~the S.W. corner of SR 674 and Pebble Beach Blvd.,~~ P.O. Box 5474, Sun City Center, Florida 33571.

c) Any approval, disapproval or other action by the Committee pursuant to the Declaration shall be indicated on the material submitted stating that the Committee's action was joined in by at least one of the Committee's members. The indication placed on the material shall constitute the Committee's action and one set of plans or material shall be promptly mailed, postage prepaid, to the address specified thereon by the submitting party.

d) One set of the duplicate sets of material may be retained by the Committee.

e) The Committee's failure to approve, disapprove or take other action with regard to the submitted material for a period of 15 days from the date of submission shall be conclusively presumed to constitute an approval of the materials by the Committee.

f) As a condition precedent to its consideration of any action upon any matter or material submitted to it hereunder, the Committee shall be entitled to receive a sum fixed by it which shall not exceed Thirty (\$30.00) Dollars for each set of plans, specifications, drawings, or other material so submitted; and until such sum shall have been paid to it, any material delivered to the Committee shall not be considered as having been submitted to it for the purpose of the Declaration.

g) The address of the Committee shall be as stated in Subsection (b) above or at such other place as may from time to time be designated by the Committee in writing mailed, postage prepaid, to the Buyer of any lot in the Subdivision.

22. The Architectural Committee ~~was to~~ ~~shall~~ initially to consist of three (3) members, namely ~~and the following persons shall be the first members of the Committee:~~

- a) Gerald H. Gould
- b) J. Wayne Beighle
- c) Richard Grimes

The above named persons were to ~~shall~~ constitute the Architectural Committee for the first four months after the recording of this instrument. The power to replace and fill vacancies among the members of the Committee shall thereafter belong solely to and be exercisable only by the Sundance Association, Inc., referred to hereinafter.

Failure to fill any vacancy shall not prevent the running of the 15 day period referred to in Subsection (e) of the second paragraph of Section 21~~0~~ of the Declaration and shall not prevent the Committee from acting on any matter to the extent that any two members thereof join in the action taken.

23. The native growth on any lot shall not be permitted to be destroyed or removed without the written consent of the Committee pursuant to the aforementioned procedures. The aforementioned plans and specifications shall include any proposals which contemplate the destruction or removal of any native growth.

24. Each member of the Committee, and the W-G Development Corp., or any agent or employee of any of the aforementioned, so long as the W-G Development Corp. owns any lot(s) in Unit 5, and the Association or any agent or employee thereof after the W-G Development Corp. ceases to own any lot(s) in the Subdivision, shall at all reasonable hours have access to any lot and structure being built or completed thereon for the purpose of inspection relative to compliance with the Declaration.

25. Neither the W-G Development Corp. nor the Architectural Committee shall be responsible for any defects in any building or other structure, including a swimming pool, erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot plan or grading plan approved by the Committee or any condition or requirements that the Committee may have imposed with respect thereto.

Amended Declaration for Sundance Unit 5

26. The Architectural Committee shall have the right and privilege to permit the owner of any lot or lots, without the consent of owners of other lots, to deviate from any or all of the covenants and restrictions set forth in this Declaration, provided that such deviation is necessary to full and proper development of Unit 5. Any permission of said Committee shall be in writing and shall not constitute a waiver of said Committee's power of enforcement with respect to any of said covenants and restrictions as to other lots.

The covenants and restrictions contained in this Declaration constitute the minimum conditions and restrictions applicable to the lots covered thereby. The W-G Development Corp. ~~hereby reserved~~ the right to add to or impose by supplemental declarations other and more stringent covenants, restrictions, limitations and reservations with respect to any lot or lots in Unit 5, including the right to increase setback and square footage requirements with respect to buildings and structures and otherwise to increase and supplement but not to diminish said covenants and restrictions affecting said lot or lots except by permit given by the first paragraph of this Section and regardless of the conveyance of any lot(s) subject to the Declaration.

27. The Sundance Association, Inc., hereinafter referred to as the Association, a corporation not for profit, organized under the laws of the State of Florida, shall have the power to perform the following:

- a) To accept title to or otherwise acquire fee title to or easements for streets, roads, trails, bridle paths, parks and recreational areas to be available for use in common by the members of the Association or of any other corporation not for profit with which the Association shall have merged.
- b) To accept title to or otherwise acquire personal property to be available for use in common by the members of the Association or of any other corporation not for profit with which the Association shall have merged.
- c) To acquire and maintain a gatehouse at the entrance to the Subdivisions to which this Declaration is applicable or any other property which the Association is empowered to serve.
- d) To improve, light, clean, maintain and replace streets, roads, trails, bridle paths, parks and recreational areas and any other real or personal property acquired by the Association and/or to which it shall have the right of possession.
- e) To provide trash collection and private police protection for the property which the Association is empowered to serve.
- f) To enter into and perform contracts consistent with its powers under this Declaration and its status as a corporation not for profit.
- g) To merge or consolidate with another corporation not for profit.
- h) To transfer any or all of its assets to: (i) another corporation not for profit which is empowered and committed to use the transferred assets to serve the Subdivisions which such assets served while held by the Association or, (ii) to a municipality, county, utility or governmental authority.
- i) To take any action incidental to or reasonably necessary to the full exercise of any of the foregoing powers, including levying of monthly assessments payable in advance, against each lot in the Subdivision.

Amended Declaration for Sundance Unit 5

Every title holder, whether sole or joint, of a lot or lots in Unit 5, shall automatically be members of the Association subject to the power of its Board of Directors from time to time in accordance with the Association's Articles of Incorporation and Bylaws, and the applicable Florida Statutes, to suspend temporarily some or all privileges of membership either while a member is in default with reference to any assessment or on account of the violation of a rule or regulation promulgated by said Board of Directors. Suspension of membership privileges shall not postpone or reduce membership obligations.

In addition to the attributes of Association membership specified in this Declaration, such membership shall have the attributes specified in the Association's Articles of Incorporation and Bylaws.

28. The Association by the Board of Directors shall have sole authority to fix and establish monthly assessments payable in advance against each lot in the Subdivision, provided, however, that lots in the Subdivision to which title is held by the W-G Development Corp. are not subject to assessment

29. That for the purpose of enforcing the payment of the assessments provided for above, to be levied by the Board of Management, said assessments shall constitute a covenant running with the land, and shall be binding upon the interest of all purchasers, their heirs, successors and assigns, and shall remain a lien upon said lands until paid. Said liens shall be in favor of the Board of Directors and upon default, non-payment or non-performance by the owner of any house, said lien may be foreclosed by the Board of Directors, in order to enforce payment of the assessments levied thereby. Any redemption thereafter shall be subject to the continuing lien for future assessments, and any purchaser after foreclosure shall also be subject to the continuing lien, as provided for herein. It is specifically understood and agreed however, that the lien herein created shall at all times be subordinate and inferior to the lien of any mortgage which now exists or is hereafter created, held by any bonafide lending institution encumbering said houses or any of them. It is the intention that the lien herein will be secondary and subordinate to the lien of any mortgage loan made by a bonafide lending institution, regardless of the time such mortgage is placed of record.

30. Should any provision or part thereof of this Declaration be invalidated by law, regulation or court decree, such invalidity shall in no way affect the validity of the remaining provision or parts thereof.

31. Amendment. This Declaration may be amended by an affirmative vote or written consent of at least two-thirds (2/3) of the lot owners in Unit 5 who are entitled to vote on the proposed amendment. Amendments may either be proposed by the Board of Directors of the Association, or by a petition signed by at least thirty-three percent (33%) of the lot owners entitled to vote on such proposed amendment. Voting will be conducted at a duly called meeting of the owners in Unit 5, by lot owners present in person or represented by proxy at such meeting. If the proposed amendment is approved, a Certificate of Amendment shall be signed, with the same formalities required for a deed to real property, by the President or Vice-President. Such amendment shall be effective upon its recording in the Public Records of Hillsborough County, Florida.

32. Duration. These Restrictions shall run with and bind the land subjected hereto, and shall be and remain in effect for a period of twenty (20) years, after which time they will be automatically extended for additional periods of ten (10) years, and so extended each ten (10) years until such time as they may be terminated. These Restrictions may be modified or terminated only by a duly recorded written instrument executed by the President (or Vice President) upon the affirmative vote or written consent of at least two-thirds (2/3) of the lot owners who are entitled to vote in connection with the proposed change.

END OF AMENDED DECLARATION

ATTACHMENT A

MELUS 118	MELUS SHRD D	3297	BLKONE	GRONE PK	WHAUKUAA	33598	SUNDAWAZE	LOT 11	11	DES	CAS REG AT NW CORN OF LOT 11 THIN ALONG N LINE OF S	AND LOT 11 N 65 DEG 10 MIN 22 SEC E S11.48 FT TO N	E CORN OF SAID LOT 11 THIN S 27 DEG 29 MIN 20 SEC E
BETH RECHY J	BETH PENNA E	2219	LOT 10	CLAYTON TR	WHAUKUAA	33599	SUNDAWAZE	LOT 11	11	DES	OF LOT 11 RUN THIN N 65 DEG 10 MIN 22 SEC E ALONG N	LINE OF LOT 11 S29.48 FT TO NE CORN OF SAID LOT 11	THIN S 27 DEG 29 MIN 20 SEC E S11.48 FT THIN S 20 IN E
GERTRU VONLANAU	GERTRU TERRE	2298	LOT 10	CLAYTON TR	WHAUKUAA	33600	SUNDAWAZE	LOT 11	11	DES	AND 10 S 20 IN E 218.89 FT TO A/C THIN 27L	SA FT ALSO OWN TO LOTS W/ADJ OF 2532.79 FT ON N 65	
COLLEEN WORTH	COLLEEN WORTH 101108	2102	LOT 10	PALM DR	WHAUKUAA	33596	SUNDAWAZE	LOT 10	10	DES			
VALLE KENYA	VALLE KENYA	2102	LOT 10	PALM DR	WHAUKUAA	33597	SUNDAWAZE	LOT 10	10	DES			
GUROBORO MARQUEL	GUROBORO LON A	2201	LOT 10	PALM DR	WHAUKUAA	33598	SUNDAWAZE	LOT 10	10	DES			
HARPER BOY C	HARPER VASCH P	2119	LOT 10	PALM DR	WHAUKUAA	33599	SUNDAWAZE	LOT 10	10	DES			
MALOUON LABRY W	MALOUON LYBDA E	2111	LOT 10	PALM DR	WHAUKUAA	33598	SUNDAWAZE	LOT 10	10	DES			
WANTON GARDNER L	WANTON GARDNER L	2107	LOT 10	PALM DR	WHAUKUAA	33599	SUNDAWAZE	LOT 10	10	DES			
THOMPSON BRUCE	THOMPSON USA	2103	LOT 10	PALM DR	WHAUKUAA	33598	SUNDAWAZE	LOT 10	10	DES			



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

September 15, 1999

FERRIS GARRETT
1225 BUTCH CASSIDY TRAIL
WIMAUMA, FL 33598

Pursuant to your recent letter, we are enclosing photocopies as requested.

Should you have any questions regarding this matter you may contact our office at (850) 487-6047.

Carolyn Lewis
Certification Section

Letter No. 599A00045302

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

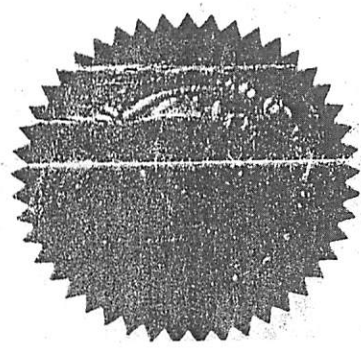
OF

SUNDANCE ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 2nd day of November, A.D., 1972, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 7th day of November,

A.D., 19 72.



Richard (Dick) Stone

ARTICLES OF INCORPORATION

We, the undersigned, do hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida applicable to corporations for profit, under the following charter.

1. The name of the corporation shall be the SUNDANCE ASSOCIATION, INC., whose principal place of business shall be in Hillsborough County, Florida and whose mailing address is P. O. Box 5698, Sun City Center, Florida 33570.

2. The general purposes of the corporation shall be as follows with regard to the Sundance Subdivision, map(s) and/or plat(s) of all units of which may now or hereafter be recorded in the Plat Book(s) of the Public Records of Hillsborough County, Florida and all units of which shall be located within certain property in Hillsborough County, Florida, the legal description of which is:

See Exhibit "A" attached hereto
and made a part hereof

a) To accept title to or otherwise acquire fee title to or easements for streets, roads, trails, bridle paths, parks and recreational areas to be available for use in common by the members of the Association or of any other corporation not for profit with which the Association shall have merged.

b) To accept title to or otherwise acquire personal property to be available for use in common by the members of the Association or of any other corporation not for profit with which the Association shall have merged.

c) To acquire and maintain a gatehouse at the entrance to the Subdivision to which this Declaration is applicable or any other property which the Association is empowered to serve.

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COUNTY
FLORIDA

d) To improve, light, clean, maintain and replace streets, roads, trails, bridle paths, parks and recreational areas and any other real or personal property acquired by the Association and/or to which it shall have the right of possession.

e) To provide trash collection and private police protection for the property which the Association is empowered to serve.

f) To enter into and perform contracts consistent with its powers under this Declaration and its status as a corporation not for profit.

g) To merge or consolidate with another corporation not for profit.

h) To transfer any or all of its assets to; i) another corporation not for profit which is empowered and committed to use the transferred assets to serve the Subdivision which such assets served while held by the Association or, ii) to a municipality, county, utility or governmental authority.

i) To take any action incidental to or reasonably necessary to achieving and carrying out (a) through (h) above including but not limited to the levying of monthly assessments against the lots in the aforementioned Subdivision and to entering into and performing contracts consistent with (a) through (f) above; provided, however, that the corporation shall always act to the mutual benefit of the owners of lots within the aforementioned Subdivision with regard to enhancing their use and enjoyment of such lots.

3. Membership in the corporation shall be limited solely to those persons, corporations, trustees, partners, trusts and other legal entities who own lots, including signers of installment sale contracts, within the aforementioned subdivision. For

the purpose of this provision, the word "lots" refers specifically to lots which are shown on maps or plats of units of the Sundance Subdivision which may now or hereafter be recorded as hereinbefore set forth and located within certain property, the legal description of which is hereinbefore set forth.

4. The corporation shall have perpetual existence.

5. The subscribers are:

- a. Janet S. Steen
1246 Del Webb Blvd.
Sun City Center, Florida
- b. Gerald H. Gould
1514 Heron Drive
Sun City Center, Florida
- c. Simson Unterburger
5017 Chalet Court, Apt. 309
Tampa, Florida

6. The corporation's affairs shall be managed by the following officers:

- a. President
- b. Vice-President
- c. Secretary
- d. Treasurer

who shall be elected by a majority of the Board of Directors on the third Tuesday of September of each year.

7. The officers who shall serve until the first election of officers under these Articles of Incorporation shall be as follows:

- | | |
|-------------------|---------------------|
| a. President | - Gerald H. Gould |
| b. Vice-President | - Richard Grimes |
| c. Secretary | - Peggy Jo Hook |
| d. Treasurer | - Richard B. Greene |

8. The first Board of Directors who shall serve until the first election of the Board of Directors shall consist of three persons who shall be as follows:

- a. Gerald H. Gould - 1514 Heron Drive, Sun City Center, Florida 33570
- b. Richard Grimes - Kings Inn Motel, Sun City Center, Florida 33570
- c. J. Wayne Beighle - 1520 New Bedford Drive, Sun City Center, Florida 33570

9. The By-laws of the corporation shall be adopted, altered, modified, amended and rescinded by the Board of Directors.

10. Amendments to the Articles of Incorporation shall be approved by the Board of Directors and proposed to the Board by the members of the corporation who may approve them at any meeting of the members by a 3/4 vote of the members present, so long as the members constitute a quorum, and provided that not less than thirty day's written notice by mail shall have been given to all members setting forth the proposed amendment.

Resident Agent- *Simon Unterberger* Subscriber

Janet S. Steen Subscriber

Gerald H. Gould Subscriber

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I hereby certify that on this 30th day of October, 1972, Janet S. Steen, Gerald H. Gould and Simon Unterberger, subscribers of SUNDANCE ASSOCIATION, INC. to me known to be the persons described in and who executed the foregoing Articles of Incorporation and acknowledged the execution thereof to be their free act and deed, for the use and purposes therein set forth.

Witness my signature and official seal at Sun City Center in the County of Hillsborough, State of Florida, the day and year last aforesaid.

Peggy Q. Hook
Notary Public, State of Florida at large

My commission expires NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES OCT 10, 1974

EXHIBIT A

LEGAL DESCRIPTION OF THE LANDS RESERVED FOR SUNDANCE RECREATIONAL HOMESITE AREA LYING SOUTH OF THE LITTLE MANATEE RIVER, HILLSBOROUGH COUNTY, FLORIDA, IN TOWNSHIP 32 SOUTH, RANGE 19 EAST.

1. That part of Section 23 lying South of the Little Manatee River
2. That part of the W1/2 of the NW1/4 of Section 25 lying South of the Little Manatee River
3. That part of Section 26 lying South of the Little Manatee River
4. That part of the NE1/4 of the SE1/4 of Section 27, and that part of the NE1/4 of Section 27 lying South of the Little Manatee River
5. The SW1/4 of Section 28; and, that part of the NW1/4 of the SE1/4 of Section 28 lying South of the Little Manatee River
6. The SE1/4 of Section 29
7. The E1/2 of Section 32
8. The W1/2; and, the SE1/4; and, the W1/2 of the NE1/4; and, the SE1/4 of the NE1/4 of Section 33
9. The S1/2; and, the S1/2 of the NW1/4; and, the S1/2 of the NE1/4; and, NE1/4 of the NE1/4 of Section 34
10. That part of Section 35 lying West of State Road 43 (U.S. 301).
11. That part of the NW1/4 of the NW1/4 of Section 36 lying West of State Road 43 (U.S. 301).

Less and except existing rights-of-way for public roads and easements for other uses.