

Prepared by and Return To:

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CERTIFICATE OF AMENDMENT REFLECTING THE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR SUNDANCE UNIT 1

This is to certify that the Amended and Restated Declaration of Restrictions for Sundance Unit 1, attached hereto as Exhibit "A" to this Certificate, was duly adopted by the members of Sundance Unit 1 during a properly noticed meeting on March 15, 2021, in accordance with the requirements of the applicable Florida Statutes and the governing documents. The Notice of Revitalization of the Amended Declaration of Restrictions for Sundance Unit 1 was recorded in Hillsborough County's Official Records Book 23691, Page 113. By recording this amendment, the Association also intends to preserve the Declaration of Restrictions and all amendments thereto as well as all of the Association's governing documents pursuant to the Marketable Record Title Act and Chapter 720, *Florida Statutes*.

IN WITNESS WHEREOF, SUNDANCE ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the 17th day of March 2021.

SUNDANCE ASSOCIATION, INC

By: [Signature]
Tim Richards, President

[Signature]
Signature of Witness #1

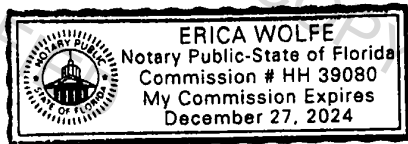
Skyler Wolfe
Printed Name of Witness #1

[Signature]
Signature of Witness #2

Erica Wolfe
Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of March 2021 by Tim Richards, by means of physical presence, who is personally known to me.



[Signature]
Notary Public, State of Florida
Commission No: HH 39080
My Commission Expires: 12/27/2024

Exhibit "A"

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR SUNDANCE UNIT 1

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS OF SUNDANCE UNIT 1 has been adopted and this Exhibit A is part of a Certificate of Amendment attached hereto. The original Declaration was revitalized and an Amended Declaration was recorded at Official Record Book (abbreviated herein as O.R. Book) 23691, Page 1113, Public Records of Hillsborough County, Florida (referred to herein as the "Revitalized Declaration"). This Amended and Restated Declaration supersedes all prior versions and amendments to the Declaration.

This document hereby amends and restates the Declaration described above for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments and the proposed amendments as set forth herein, which will become final upon approval by the Owners and the Board as evidenced by a Certificate of Amendment, and continues to bind the lands described herein to the terms, covenants, reservations, liens, conditions, easements, and restrictions hereof, which shall be covenants running with the property and binding on all existing and future owners and all others having an interest in the property or occupying or using the property.

Further, it is intended that this same Amended and Restated Declaration may serve as the Declaration for any of the following Units (subdivisions) in Sundance, upon the adoption of amendments by the voting members in such Units which adopt the provisions of this Declaration for those Units, with such modifications as are needed to refer to the legal descriptions for such Units. The Units in Sundance that may choose to adopt the terms of this Amended and Restated Declaration, in order to further the purpose of having one consolidated Declaration that applies to all Units in Sundance, are described as follows:

Subdivision Unit 1 as shown in Plat Book 45, Page 20-1 through 20-12, as modified by the Plat Change Resolution recorded at Official Records Book 3229, Page 1228; Sundance Unit 2, as described in Plat Book 45, pages 50-1 through 50-11 of the Public Records of Hillsborough County, Florida, as modified by the Plat Change Resolution recorded at O.R. Book 3229, page 1228; Sundance Unit 3, as described in Plat Book 45, pages 81-11 through 81-12, as modified by the Plat Change Resolution recorded at O.R. Book 3229, Page 1228; Sundance Unit 4, as described in Plat Book 45, pages 82-1 through 82-13, as modified by the Plat Change Resolution recorded at O.R. Book 3229, page 1228; and Sundance Unit 5, as described in Plat Book 46, pages 39-1 through 39-12, as modified by the Plat Change Resolution recorded at O.R. Book 3229, page 1228.

As further background relating to the development of Units 1-5, and the history of the restrictions on such property:

The Developer imposed restrictions on the use and enjoyments of lots on the aforementioned lands in Sundance Subdivision Units 1-5, and intended that the covenants and restrictions which were originally imposed at in the official records of such subdivisions as referenced above, were 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;

Sundance Association, Inc. ("the Association") was the entity established in the original Declaration to operate and manage Units 1-5 as the homeowners' association for each 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 and further amendment of such Declaration; and

The legal description of each parcel which is to be subject to these amended and restated restrictions was identified in Attachment A to the Revitalized Declaration for Unit 1 which is incorporated herein by reference. In the event other Units within the Sundance Subdivisions adopt this Amended and Restated Declaration, the certificate of amendment for such adoption shall identify the Revitalized Declaration for such Unit and the attachment identifying affected parcels.

ARTICLE I: DEFINITIONS

1. "Architectural Review Committee" or "ARC" shall mean the Architectural Review Committee, provided for in Article III hereof.

2. "Articles" shall mean the Articles of Incorporation of the Association, as may be amended from time to time.

3. "Assessment" shall mean the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses, special assessments, and any other funds, excluding violation fines, which an Owner may be required to pay the Association as set out by this Declaration, the Articles, or the Bylaws.

4. "Association" shall mean *Sundance Association, Inc.* homeowners association, a corporation not-for-profit organized pursuant to Chapter 720, Florida Statutes, its successors and assigns.

5. "Board" shall mean the Association's Board of Directors.

5. "Commercial Vehicle" shall mean any vehicle, whether motorized or not, utilized for commercial purposes, or designed by the manufacturer to be used primarily for commercial purposes, or altered or converted for the purpose of being so used including, but not limited to, trucks or vans where commercial items are stored in open view (as opposed to being concealed in a storage box). It shall not include Domestic Vehicles, as defined below, where the sole commercial modification is vinyl or similar material on the glass or body of the vehicle for the purposes of advertising of the business name and information.

6. "Common Area" shall mean all property, whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyments of all Owners, dedicated to the Association on any recorded plat, or property required to be maintained by the Association including certain grounds, buildings, structures, lighting and utilities for these common areas.

7. "Domestic Vehicle" shall mean any vehicle, excluding commercial vehicles, recreational vehicles, and utility trailers, licensed by any of the United States or Mexico or the Province or Territory of Canada, as a private vehicle for operation on streets and may include but not be limited to automobiles and private pick-up trucks.

8. "Dwelling" shall mean any building constructed upon a platted lot designed to be lived in by a person or person(s).

9. "Governing Documents" shall mean the legal documentation for *Sundance Association, Inc.* homeowners association, consisting of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of *Sundance Association, Inc.* and any amendments to any of the foregoing now or hereafter made.

10. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area," "Lot," and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon and use of the words "must," "will," and "should" is intended to have the same legal effect as the word "shall."

11. "Land clearing" shall mean removal of multiple bushes, stumps, trees, and rocks in connection with the construction of buildings and structures, landscaping, and land development. The term does not include the clearing of yard trash felled tree parts.

12. "Lot" shall mean any platted lot or any other parcel of land shown on the recorded subdivision map or plat as recorded in the Public Records of Hillsborough County containing or intended to contain a dwelling with the exception of the Common Area.

13. "Member" shall mean every person or entity who is listed on a Warranty, Quit Claim, or other Deed for any Lot within the Association.

14. "Occupant" shall mean the person(s), other than the Owner(s), in possession of a Lot, and may, where the context so requires, include the Owner(s).

15. "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation.

16. "Properties" shall mean the lands described as Sundance Unit 1, Sundance Unit 2, Sundance Unit 3, Sundance Unit 4, and Sundance Unit 5 and such additions thereto as may hereafter be brought within the jurisdiction of the Association, provided however that this term will only apply to the Lots in those Units/subdivisions that adopt this Amended and Restated Declaration as the Declaration for their Unit(s).

17. "Rules and Regulations" shall mean the adopted and recorded rules and regulations, that have been established by the Board, and recorded in the public records, as they may be amended from time to time.

18. "Structure" shall mean anything built or constructed, excluding the dwelling, on any Lot within the Association, whether temporary or permanent.

ARTICLE II: GENERAL RESTRICTIONS

1. No lot shall be used for other than single-family dwelling purposes. There shall not exist on any Lot at any time more than one single-family Dwelling. No improvements or structures whatever, other than a first-class private dwelling house, swimming pool, garage, guest house, storage building, or stable may be erected, placed, constructed or maintained on any lot. No such structure shall be moved onto any lot from another location except for newly prefabricated storage sheds moved from a dealer's lot to the Owner's Lot, and all construction on any lot shall be new. Any repair, rebuilding, or reconstruction due to casualty or other damage to any dwelling or structure, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Architectural Review Committee. Any razing, repair, rebuilding, or reconstruction due to casualty must be completed within one year of the casualty, unless an extension of time has been approved in writing by the Board of Directors.

2. Garages, storage buildings, barns, or carports on any lot shall be for the use of the Occupants of the Dwelling constructed on that Lot. Such garages, storage buildings, barns, and carports that are currently not in existence must be submitted to and approved by the Architectural Review Committee, and must meet the required setbacks established herein. No outbuilding may exceed two stories. All outbuildings must be located beyond the front plane of the dwelling unless expressly permitted by the Architectural Review Committee. Outbuilding materials and colors must complement or match exterior materials and colors of the Dwelling. No alterations or additions to the exterior of existing structures may be made without prior written approval from the Architectural Review Committee.

3. No one story Dwelling shall be constructed on any lot so as to result in a fully enclosed floor area of less than 1800 sq. feet. No one and one-half story or higher Dwelling shall be constructed on any lot with a total area of less than 1800 sq. feet. The foregoing requirements are exclusive of carports, attached garages or carports and open porches.

4. No commercial vehicles, shall be stored or parked on any street or roadway except while engaged in transporting to or from or in connection with the residences on the land, nor stored on any lot except in an enclosed structure or garage. Commercial portable on-demand storage units, including shipping-type containers, whether owned or leased, may be placed temporarily on the Lot for the purposes of moving in or out of a Dwelling, or temporarily transferring items to or from a Dwelling. At no time shall more than two temporary portable storage units be allowed on a Lot.

5. No garage, shed, tent, trailer, barn, vehicle, vessel, or temporary building or container of any kind shall be erected, constructed, stored, or maintained on any Lot prior to the commencement of construction thereon of the primary Dwelling. No garage, shed, tent, trailer, barn, vehicle, vessel, basement, or temporary building or container shall be used for a permanent or temporary dwelling 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 Dwelling erected on any Lot shall be occupied in any manner during the period of its actual construction nor at any time prior to its being fully completed and a certificate of occupancy having been issued by Hillsborough County. Nor shall any such Dwelling, when completed, be occupied in any manner until made to comply with the requirements, covenants, restrictions, and reservations set forth in this instrument. Address numbers shall be on mailboxes installed and maintained by the Lot Owner, or clearly displayed on the Lot or Dwelling.

7. Rental of any guest house or rooms thereof, stable stall or other structure erected on any Lot is prohibited except in connection with the rental of the Dwelling located on a Lot.

8. No structure or improvement or any part thereof, whether intended to be permanent or temporary, including but not limited to garages, storage buildings, barns, 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. Lots shall be considered to have "front" lot lines on any side which abuts a roadway. Swimming pools shall not be permitted in front of the front plane of the Dwelling.

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. If material is required to raise the foundation level of a Dwelling under construction or other structure, such material should be sourced from the building Lot when possible, and prior written approval for any such alteration must be obtained from the Architectural Review Committee.

10. No businesses or commercial operations shall be conducted on any Lot except those which do not require or produce significantly increased foot or vehicular traffic to or from the dwelling or lot, and which do not cause any unreasonable noise or disturbance to any other residents. No commercial advertising shall be permitted on any lot except as provided for herein. At no time shall any common area property be used in, for, or during the commission of a commercial activity without the express written permission of the Association.

11. The keeping of any animals outside of the Dwelling on any lot is prohibited except for horses, dogs, cats, and chickens. However, chickens will only be permitted to the extent applicable local laws and zoning requirements permit chickens to be kept on the property subject to the limitations set forth below.

a. With regard to horses, not more than 2 horse animal units, as defined by applicable law, per one full acre shall be permitted to be kept on a Lot by any Occupant at any time.

b. If chickens are permitted by local laws including any zoning restrictions or conditions with respect to approval, not more than 5 chickens are permitted regardless of Lot size, and no roosters whatsoever shall be permitted.

c. Any animal permitted by the preceding is permitted strictly for pleasure and at no time shall such animals be kept for any trading, repetitive breeding, 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. Clotheslines or drying yards shall be concealed from the roadway. Lawn areas visible from the roadway shall be kept neat and regularly mowed. Swales shall be regularly mowed when not holding water so as not to impede proper water flow. Vegetation and tree limbs overgrowing swales and streets shall be trimmed so as not to block vehicular sightlines. No 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, nor 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. No illegal activity is permitted, nor may any object or substance be kept, stored, or emitted anywhere within the Properties in violation of law. No Member, tenant, guest, or other person present in the community shall make, cause, allow, commit, maintain, or permit any repeated nuisances or practice that is the source of unreasonable annoyance, disturbing noises, or offensive odors on their property, or common property, that would unreasonably interfere with the peaceful enjoyment or proper use of the property by other occupants. This includes, but is not limited to, loudly playing any musical instruments, stereos, radios, televisions, car radios or otherwise creating loud or unreasonably disruptive noises.

13. A boat, recreational vehicle, vessel, utility trailer of any kind, and/or trailer therefor shall be parked or stored on the portion of any lot behind the front plane a private single-family Dwelling away from the street or roadway. No stripped, wrecked, junked, inoperable, or dismantled vehicles, trailers, or vessels, or portions thereof, shall be parked, stored, or located upon any Lot at any time, except in a garage or other closable structure on the Owner's Lot. Inoperable vehicles intended to be used within landscape designs may be allowable only with the prior written consent of the Architectural Review Committee.

14. If and when water mains are installed on the aforementioned land or any part thereof, the owners of lots therein are required to connect, at their own expense to such water main(s) to obtain water for household use. Such owners shall be responsible for charges for water used.

15. Any tanks or HVAC equipment, including tanks for the storage of fuel, water softeners, generators and other similar utilization equipment for use in connection with a private single-family Dwelling constructed on any lot, shall be buried, or walled sufficiently to conceal them from street view. Pool and spa equipment shall be located in the rear of the Dwelling or may be located on the side of the Dwelling if concealed from street view.

16. No boundary wall or fence shall be erected on any lot without the approval of the Architectural Review Committee. All fencing shall be installed with the posts on the inside, facing the Lot

installing the fence. All fencing and landscape buffers shall be maintained in good condition by the Lot Owner. Fence materials must be consistent in front of the front plane of the Dwelling on each individual Lot. Fencing along the front lot line and within 50 feet of the front lot line shall not exceed four feet in height. Fencing beginning 50 feet from the front lot line and further towards the rear of the lot shall not exceed 6 feet in height. In no case, shall any fence be of barbed wire or solid concrete, excluding approved decorative concrete posts.

17. No permanent signs shall be erected, permitted, placed or maintained on any Lot or improvement thereon except for one sign per political candidate and or a "For Sale/Rent" sign referring exclusively to the Lot on which it stands, and which does not exceed 3 feet in height and width, exclusive of any post. Temporary signage, such as for political candidates or parties, birthdays, holidays, or yard sales, and trade signs for active construction projects may be posted during the election or event for which they are advertising but must be removed at the election or event's conclusion.

18. There are hereby reserved full rights of ingress and egress for the any parties involved in providing services to the properties for the purpose of installing, maintaining, inspecting and servicing utilities and drains or easements reserved for utility and drainage purposes. No structures, including walls, fences, paving or plantings shall be placed or erected on any part of any Lot which will interfere with utility and drainage easements and rights set forth in this paragraph. Any required removal, repair, or replacement of any barrier to an easement will be at the Owner's expense.

19. In the event a governmental agency or authority should require the installation of any improvements on the aforementioned land, 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 on the aforementioned land, 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 Lot 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, excluding residential solar panels, shall be prohibited. The Architectural Committee shall approve the placement of all solar panels not installed on a roof prior to installation pursuant to applicable Florida law. Where applicable, Lot Owners shall be responsible for any charges for the use of the improvement(s).

20. No Lot on the aforementioned land shall be divided into building Lots of less than one (1) acre in size and less than 50 feet of road frontage.

21. No Dwelling, building, fence or other structure of any type, including replacements using different colors or materials and alterations to existing structures, shall be erected, placed, installed, 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 Review Committee created hereinafter; and no change in the exterior appearance, type, color, grade, and height of any Dwelling, building, fence or other structure of any type shall be made without the written approval of the ARC of the plans and specifications, detail and

appearance thereof. Landscaping and plantings within 15' of the side or rear lot lines require approval by the Architectural Review Committee prior to installation to ensure no planting will be hazardous to equines. Any landscaping or planting that may substantially change the land elevation or grade of the lot requires approval by the Architectural Review Committee.

ARTICLE III: ARCHITECTURAL CONTROL

1. The Architectural Review Committee shall function as follows:

a. All projects requiring blueprints, specifications, and or engineering shall have such blueprints, specifications, or engineering prepared by a duly licensed Florida architect or engineer, unless the Committee otherwise consents in writing. A copy of all plans and specifications, if required, shall be submitted with the appropriate application and fee.

b. Applications, supporting documents, and fees shall be delivered, with the address of the submitting party, to the Committee at P.O. Box 5474, Sun City Center, Florida, 33571 or local Association dropbox, and shall be retained by the Association. Applications, plans and specifications may be submitted together via electronic mail.

c. Any approval, disapproval or other action by the ARC pursuant to this Declaration shall be in writing and shall indicate that the ARC's action was joined in by at least a majority of its members and shall be signed by at least one of the ARC's members. The indication placed on the material shall constitute the ARC's action and a copy of such action shall be promptly mailed to the address specified thereon by the submitting party.

d. The ARC's failure to approve, disapprove or take other action with regard to the submitted material for a period of 30 days or by the conclusion of the next regularly scheduled Board of Directors Meeting following the date of submission, whichever is later, shall be conclusively presumed to constitute an approval of the materials by the ARC.

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

f. The address of the ARC shall be as stated in Subsection (b) above or at such other place as may from time to time be designated by the ARC in writing.

g. The Architectural Review Committee and any sub-committees created to assist the Architectural Review Committee shall use the Architectural Review Committee Guidelines, as amended from time to time, as a compendium of explanations when a particular issue requires more specific guidance.

2. The Architectural Review Committee shall consist of no fewer than three and no more than nine members in good standing appointed by the Board of Directors and may consist solely of the Board of Directors. The power to replace and fill vacancies among the members of the ARC shall thereafter belong solely to and be exercisable only by the Association. Failure to fill any vacancy shall not prevent the running of the time period referred to above and shall not prevent the ARC from acting on any matter to the extent that a majority of members thereof join in the action taken.

3. Land clearing of any lot shall not be permitted without the written consent of the ARC pursuant to the aforementioned procedures. The aforementioned plans and specifications shall include any proposals which contemplate land clearing.

4. Each member of the ARC and the Association, or any agent or employee thereof, shall at all reasonable hours, with reasonable notification to the Lot Owner(s), have access to any lot and structure being built, improved or completed thereon for the purpose of inspection relative to compliance with the Declaration.

5. Neither the Association nor the Architectural Review 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 ARC or any condition or requirements that the ARC may have imposed with respect thereto. Applicants and property owners must comply with all governmental requirements in regard to any improvements, including permitting and licensing, and where such governmental approvals are needed the Association or the ARC may require that such governmental approvals be provided as a condition of the Association's or ARC's approval.

6. The Architectural Review 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 the aforementioned land and such deviation shall require prior approval by a majority of the Board of Directors. Any approval issued shall be in writing and shall not constitute a waiver of said Directors' or ARC's power of enforcement with respect to any of said covenants and restrictions as to other lots.

ARTICLE IV: MISCELLANEOUS

1. The covenants and restrictions contained in this Declaration constitute the minimum conditions and restrictions applicable to the lots covered thereby.

2. The Sundance Association, Inc., herein 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 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 or other security feature at the entrance(s) to the land 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 land 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 assessments on a periodic basis payable in advance, against each lot in the land.

j. To create reasonable rules and restrictions for the proper and equitable application of the Association's restrictions, duties, and responsibilities, and for the implementation of this Declaration and the other Governing Documents.

3. Every title holder, whether sole or joint, of a lot or lots on the aforementioned land 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, including any remedies afforded by law.

4. 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.

5. The Association by the Board of Directors shall have sole authority to fix and establish periodic assessments payable in advance against each lot in the Subdivision in the manner set forth within the Governing Documents.

6. That for the purpose of enforcing the payment of the assessments provided for above, to be levied by the Association, 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 Association and upon default, non-payment or non-performance by the owner of any lot, said lien may be foreclosed by the Association, 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. The lien for the assessments provided in this Article shall relate back to the recording date of the revitalized Declaration and is superior to any other lien or Mortgage recorded after the recording of the revitalized Declaration, other than a First Mortgage recorded prior to the recording date of a Claim of Lien filed under the revitalized Declaration. Notwithstanding the superiority of the first mortgage lien, the purchaser at any foreclosure sale held, or deed in lieu of foreclosure, shall be liable for past due assessments to the maximum amount provided for in the Florida Statutes as amended from time to time. Sale or transfer of any Lot does not affect the assessment lien. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the lien thereof, nor does it relieve the Owner who incurred the liability of any personal liability therefrom.

7. 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.

8. This Declaration may be amended by an affirmative vote, in person or by proxy, of at least two-thirds (2/3) of the lot owners in Unit 1 who are entitled to vote on the proposed amendment. If other Units adopt this Amended and Restated Declaration as the governing declaration for their Unit, any further amendments will require an affirmative vote, in person or by proxy, of at least 2/3 of all lot owners whose lots are subject to this Amended and Restated Declaration. 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 members of the Units governed by this Amended and Restated Declaration, 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 of the Association. Such amendment shall be effective upon its recording in the Public Records of Hillsborough County, Florida.

9. 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 of at least two-thirds (2/3) of the lot owners who are entitled to vote in connection with the proposed change.

10. In connection with any legal action arising out of or relating to this Declaration or the other Governing Documents of the Association, the prevailing party will be entitled to recover their costs and reasonable attorney's fees, including pre-litigation fees. Either the Association or a property Owner may bring an action to enforce the governing documents.

**END OF ADOPTED AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS FOR SUNDANCE UNIT 1**