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**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FIRST AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
SOUTHSHORE BAY**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHSHORE BAY (this “**First Amendment**”) is made this 24<sup>th</sup> day of May, 2018, by DUNE FL LAND I SUB LLC, a Delaware limited liability company and by DUNE FB DEBT LLC, a Delaware limited liability company (collectively, the “**Declarant**”), and joined by the SOUTHSHORE BAY HOMEOWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Master Association**”).

**RECITALS**

A. The Declarant recorded the MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHSHORE BAY in OR Book 25402, Page 1869 of the Public Records of Hillsborough County, Florida (the “**Declaration**”).

B. Pursuant to Article XII of the Declaration, the Declarant may initiate, adopt and make any amendment to the Declaration so long as Declarant is in control of the Master Association and maintains its Class “B” membership status, without the joinder or consent of any Owner or any other party.

C. The Declarant is still in control of the Master Association and maintains its Class “B” membership status.

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein.

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

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1. The foregoing recitals are true and correct and are incorporated into and form a part of this First Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Exhibit "A" of the Declaration is hereby deleted in its entirety and replaced with revised "**Exhibit A**" attached hereto and incorporated herein by reference.

4. Article I, Section 21 of the Declaration is hereby deleted in its entirety and replaced with the following:

21. "Community" shall mean and refer to the residential subdivision project known as SOUTHSORE BAY which is being developed on the Property. The Community shall include any Additional Property annexed hereto in accordance with the provisions hereof. Notwithstanding anything to the contrary contained herein, the Community shall in no event include the Medley Club or Medley Club Property (as such terms are defined below).

5. Article I of the Declaration is hereby amended to add the following definitions as new Sections 49 and 50:

49. "Medley Club" shall refer to "Medley Club at Southshore Bay," which is generally an association of persons that have been offered recreational use of the Medley Club Property (as defined below) by the Medley Club Owner (as defined below), subject to the terms of the in the club plan for the Medley Club.

50. "Medley Club Property" shall initially mean that certain real property located within or in close proximity to the Property, as more particularly described on **Exhibit E** attached hereto and made a part hereof subject to additions and deletions made by the Medley Club Owner from time to time.

6. Article II of the Declaration is hereby amended to add the following new Section 5 at the end of Article II:

5. Medley Club. Each Owner, by acceptance of title to any Lot, acknowledges that the Medley Club may exist within or in close proximity to the Property. Notwithstanding anything to the contrary contained in the Governing Documents, the Medley Club Property shall not be deemed a part of the Community and shall not be subject any terms, conditions, covenants or restrictions of this Declaration. For example, and without any limitation of the foregoing, the Medley Club shall not be a member of the Master Association, and neither the Medley Club Property or the Medley Club Owner shall be subject to the payment of any assessments under this Declaration or be subject to any review or approval requirements by the ARB or Declarant. The Community Standards and Rules and Regulations shall not apply to the Medley Club Property nor the Medley Club Owner, and shall not be applied in a manner which would prohibit or restrict the operation of Medley Club. The Medley Club shall be owned by a third party (the "Medley Club")

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Owner") and shall not be owned or maintained by the Master Association or the Declarant. The Medley Club shall be governed by its own club plan, which does not establish or govern a homeowners' association or club association, and is not governed by the Homeowners' Association Act, Chapter 720, *Florida Statutes*. Each Owner, by acquiring title to a Lot, hereby acknowledges that it shall have no right to use or enjoyment of the Medley Club except as otherwise expressly set forth in the club plan for the Medley Club. The Medley Club Owner may, but shall have no obligation to, provide certain Owners, their family, guests and lessees, access to the Medley Club, subject to such additional charges or other fees as the Medley Club Owner may establish at any time and from time to time, in its sole discretion. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT WITHIN THE COMMUNITY, ACKNOWLEDGES THAT OWNERS AND MEMBERS OF THE MASTER ASSOCIATION ARE NOT MEMBERS OF THE MASTER CLUB EXCEPT AS OTHERWISE EXPRESSLY SET FORTH UNDER THE TERMS AND CONDITIONS OF THE CLUB PLAN FOR THE MEDLEY CLUB AND THE ONLY MEMBERS OF THE MEDLEY CLUB ARE THOSE DEEMED MEMBERS PURSUANT TO THE CLUB PLAN FOR THE MEDLEY CLUB.

7. Article IV, Section 8 of the Declaration is hereby amended to add the following sentence at the end of Section 8:

"Notwithstanding anything contained in this Declaration to the contrary, whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the public records of Hillsborough County, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes."

8. Article V, Section 2 of the Declaration is hereby amended to add the following new subsection 2.h as follows:

h. The record title owner of the Medley Club may have and be granted by the Declarant and/or the Master Association a non-exclusive easement for ingress, egress, access to, construction, maintenance and/or repair of the Medley Club facilities over and across all Common Property.

9. Article VII, Section 3 of the Declaration is hereby amended to add the following sentence at the end of the Section 3:

"Notwithstanding anything to the contrary contained in this Declaration, the Medley Club shall be exempt from all assessments, charges and liens created herein."

10. Article VIII, Section 1 of the Declaration is hereby amended to add the following sentence at the end of the first paragraph:

"Notwithstanding anything to the contrary contained in this Declaration, the Medley Club shall be exempt from all architectural review requirements contained herein and shall be exempt from the Planning Criteria and Residential Design Guidelines."

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11. Article VIII, Section 1 of the Declaration is hereby amended to add the following sentence at the end of the second paragraph:

"Notwithstanding anything to the contrary contained in this Declaration, Lennar Homes, LLC, a Florida limited liability company ("Lennar") shall be exempt from all architectural review requirements contained herein."

12. Article X, Section 7 of the Declaration is hereby amended to add the following sentence at the end of the Section 7:

"Nothing in this Section shall prohibit commercial vehicles associated with the construction, use or operation of the Medley Club and those of the Medley Club Owner's contractors, suppliers and consultants."

13. Article X, Section 9 of the Declaration is hereby amended to add the following sentence at the end of the Section 9:

"Nothing in this Section shall prohibit the Medley Club or Medley Club Owner from installing signs and flags or advertising structures or materials on the Property, subject to Declarant's written approval of any such sign, flag or advertising structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion."

14. The last sentence of Article X, Section 14 of the Declaration is hereby deleted and replaced with the following sentence:

"The Owner of a Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction; provided, however, the foregoing shall not apply to normal construction debris and development activities of Builders during the course of construction of Dwellings so long as such construction debris and development activities of Builders do not materially and adversely affect the use and enjoyment of any other Owner's Lot. Notwithstanding the foregoing, Builders shall clean up all debris and trash caused by such Builder in connection with the construction of a Dwelling on a Lot no later than thirty (30) days after the completion of construction of the Dwelling on such Lot."

15. Article X of the Declaration is hereby amended to add new Section 34 as follows:

34. No portion of the Community shall be developed, marketed, sold, used or occupied as an age-restricted or age-targeted community; provided, however, the foregoing restriction shall not apply to the real property described on Exhibit F attached hereto and made a part hereof (the "Age-Restricted Parcel"). The Age-Restricted Parcel may be developed, marketed, sold, used and occupied as an age-restricted or age-targeted community without the approval of the Declarant, Master Association or any other person or entity.

16. Article XI, Section 4 of the Declaration is hereby amended to add the following sentence at the end of Section 4:

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"Notwithstanding the foregoing or anything contained in this Declaration to the contrary, nothing herein shall prohibit the use and operation of the Medley Club or prevent the Medley Club Owner from enacting a club plan or other club documents or amendments thereto for the Medley Club."

17. Article XII of the Declaration is hereby amended to add the following sentence at the end of the paragraph:

"Notwithstanding anything contained in this Declaration to the contrary, any proposed amendment to this Declaration which would materially and adversely affect the Medley Club or adversely affect the Medley Club Owner shall require the Medley Club Owner's written approval, which may be withheld in the Medley Club Owner's sole discretion."

18. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

19. This First Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Hillsborough County, Florida.

[Signatures on the Following Page]

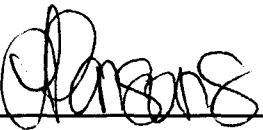
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IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this First Amendment to be executed by its duly authorized representative as of this 29<sup>th</sup> day of May, 2018.

**WITNESSES:**

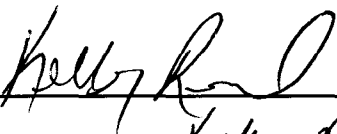
**"DECLARANT"**

DUNE FL LAND I SUB LLC, a  
Delaware limited liability company

  
\_\_\_\_\_  
Print Name: Lauren Parsons

By:   
\_\_\_\_\_  
Name: John Ryan  
Title: Manager

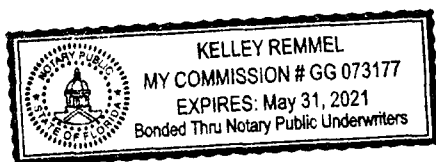
[Company Seal]

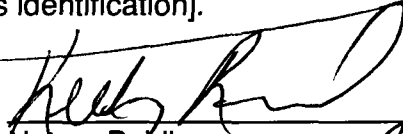
  
\_\_\_\_\_  
Print Name: Kelly Remmel

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 24 day of May, 2018, by John Ryan, as Manager of DUNE FL LAND I SUB LLC, a Delaware limited liability company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].



  
\_\_\_\_\_  
Notary Public  
Print Name: Kelley Remmel  
My Commission Expires: 5/31/21

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IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this First Amendment to be executed by its duly authorized representative as of this 29<sup>th</sup> day of May, 2018.

**WITNESSES:**

**"DECLARANT"**

DUNE FB DEBT LLC, a  
Delaware limited liability company

Lauren Parsons  
Print Name: Lauren Parsons

Kelly Remmel  
Print Name: Kelly Remmel

John Ryan  
By: \_\_\_\_\_  
Name: John Ryan  
Title: Manager

[Company Seal]

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 29 day of May, 2018, by John Ryan, as Manager of DUNE FB DEBT LLC, a Delaware limited liability company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].



Kelly Remmel  
Notary Public  
Print Name: Kelly Remmel  
My Commission Expires: 5/31/21

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## JOINDER

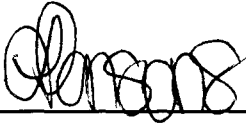
SOUTHSHORE BAY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Master Association**") does hereby join in the First Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Southshore Bay (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Master Association agrees this joinder is for the purpose of evidencing the Master Association's acceptance of the rights and obligations provided in the First Amendment and does not affect the validity of the First Amendment as the Master Association has no right to approve the First Amendment.


IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24<sup>th</sup> day of May, 2018.


### WITNESSES:

### "MASER ASSOCIATION"

SOUTHSHORE BAY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

  
Print Name: Lauren Parsons

By:   
Name: John Ryan  
Title: President

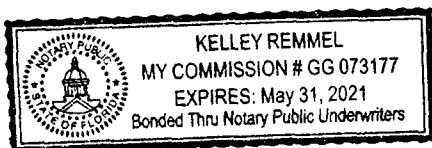
  
Print Name: Kelly Remmel

[Corporate Seal]

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 24 day of May, 2018, by John Ryan, as President of SOUTHSHORE BAY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation. He [is personally known to me] [has produced as identification].



  
Notary Public

Print Name: Kelley Remmel

My Commission Expires: 5/31/21



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## EXHIBIT A

### Legal Description of the Property

A PARCEL OF LAND LYING IN SECTIONS 8 AND 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND A PORTION OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8 AND PROCEED 8, S.89°47'27"E., ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1326.04 FEET TO A POINT ON THE CENTERLINE OF A 100 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5255, PAGE 1547, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE, THE FOLLOWING SEVEN (7) COURSES: 1) N.11°15'03"E., 67.11 FEET; 2) N.30°19'42"E., 210.04 FEET; 3) N.05°27'41"W., 184.71 FEET; 4) N.33°19'13"E., 149.15 FEET; 5) N.01°54'01"E., 327.67 FEET; 6) N.26°26'37"W., 478.29 FEET; 7) N.55°07'00"W., 8.03 FEET; THENCE LEAVING SAID CENTERLINE, S.89°51'19"E., 14.86 FEET; THENCE N.00°11'50"E., 124.62 FEET; THENCE N.54°00'00"E., 177.67 FEET; THENCE N.44°30'00"E., 36.00 FEET; THENCE N.09°00'00"E., 102.00 FEET; THENCE N.66°00'00"E., 55.00 FEET; THENCE N.40°00'00"E., 55.00 FEET; THENCE S.78°30'00"E., 46.00 FEET; THENCE N.72°00'00"E., 36.00 FEET; THENCE N.79°00'00"E., 26.00 FEET; THENCE N.26°00'00"E., 40.00 FEET; THENCE N.33°30'00"E., 68.00 FEET; THENCE S.76°30'00"E., 58.00 FEET; THENCE S.56°00'00"E., 35.00 FEET; THENCE N.76°30'00"E., 18.00 FEET; THENCE N.11°30'00"E., 58.00 FEET; THENCE N.72°00'00"E., 68.00 FEET; THENCE N.66°00'00"E., 80.00 FEET; THENCE N.59°00'00"E., 65.00 FEET; THENCE N.69°00'00"E., 90.00 FEET; THENCE N.62°00'00"E., 75.00 FEET; THENCE N.64°30'00"E., 100.00 FEET; THENCE N.70°00'00"E., 38.00 FEET; THENCE N.48°30'00"E., 56.00 FEET; THENCE N.70°32'00"E., 225.00 FEET; THENCE S.89°54'56"E., 35.83 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE N.00°46'47"E., ALONG SAID BOUNDARY, 129.21 FEET; THENCE ALONG THE NORTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10618, PAGE 1791, AND THE EASTERLY EXTENSION THEREOF, AND IN PART THE SOUTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69, ALL OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, S.89°55'17"E., 388.11 FEET; THENCE ALONG A LINE LYING 150.00 FEET WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF AFORESAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69, N.00°04'43"E., 280.10 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69, AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 674 (100' RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 1012), LYING 50.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SURVEY FOR SAID STATE ROAD NO. 674, S.89°53'59"E., 150.00 FEET TO THE NORTHEAST CORNER OF AFORESAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69; THENCE ALONG AFORESAID EAST BOUNDARY OF A PARCEL OF AFORESAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69, S.00°04'43"W., 280.04 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG AFORESAID NORTHERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10618, PAGE 1791, AND THE EASTERLY EXTENSION THEREOF, AND ALONG THE NORTHERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 12042, PAGE 747, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, S.89°55'17"E., 1263.73 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KENILWORTH AVENUE (60' RIGHT-OF-WAY), ACCORDING TO THE PLAT OF GLENGARRY GREEN SUBDIVISION RECORDED IN PLAT BOOK 39, PAGE 77, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF AFORESAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 12042, PAGE 747; THENCE ALONG THE EASTERLY BOUNDARY OF AFORESAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 12042,

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PAGE 747 THE FOLLOWING SIX (6) COURSES: 1) ALONG SAID WEST RIGHT-OF-WAY LINE OF KENILWORTH AVENUE, S.00°05'19"W., 270.13 FEET; 2) ALONG THE SOUTH RIGHT-OF-WAY LINE OF GLENGARRY ROAD (60' RIGHT-OF-WAY), S.89°55'16"E., 60.00 FEET TO A POINT ON A CURVE; 3) CONCAVE WESTERLY, 129.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 718.35 FEET AND A CENTRAL ANGLE OF 10°18'58" (CHORD BEARING S.05°14'13"W., 129.16 FEET); 4) S.12°16'18"W., 658.54 FEET TO THE SOUTHWEST CORNER OF LOT 15 (BLOCK 8) OF SAID GLENGARRY GREEN SUBDIVISION; 5) ALONG A LINE LYING 49.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, S.88°31'39"W., 402.96 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; 6) ALONG SAID WEST BOUNDARY, S.00°33'36"E., 293.86 FEET; THENCE ALONG THE NORTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 11321, PAGE 1624, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, N.88°10'00"E., 1303.78 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WEST LAKE DRIVE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, ALSO BEING THE EAST BOUNDARY OF A PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11321, PAGE 1624, S.01°34'31"E., 962.49 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 8; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, ALSO BEING THE WEST BOUNDARY OF THE EAST 15.00 FEET OF TRACTS 1 AND 8, IN THE NORTHEAST 1/4 OF SECTION 17, OF THE SAID PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA; S.00°35'52"E., 1346.72 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, ALSO BEING THE WEST BOUNDARY OF THE EAST 15.00 FEET OF TRACTS 9 AND 16, IN THE NORTHEAST 1/4 OF SAID SECTION 17, OF THE SAID PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, S.00°35'52"E., 1331.91 FEET TO A POINT ON THE NORTH BOUNDARY OF THE A 30.00 FOOT ROAD RIGHT-OF-WAY; THENCE ALONG SAID NORTH BOUNDARY, LYING 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 17; S.89°38'58"W., 633.71 FEET; THENCE ALONG THE EAST BOUNDARY OF THE VACATED RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 17828, PAGE 1647, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, S.00°21'02"E., 15.00 FEET TO A POINT ON SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE S 00° 40' 41" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.62 FEET; THENCE N 89° 44' 37" E, A DISTANCE OF 632.83 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID WEST LAKE ROAD; THENCE S 00° 37' 58" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1988.82 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BISHOP ROAD; THENCE N 89° 59' 14" W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1990.05 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 39" W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1947.18 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 00° 45' 53" W, ALONG THE SAID BOUNDARY, A DISTANCE OF 1292.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 59' 13" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1319.82 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 00° 37' 55" W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 346.04 FEET TO A POINT ON THE CENTERLINE OF THE AFORESAID 100 FOOT DRAINAGE EASEMENT; THENCE ALONG SAID CENTERLINE, THE FOLLOWING SEVEN (7) COURSES: 1) N 31° 04' 59" E, 513.06 FEET; 2) N 67° 11' 56" E, 227.77 FEET; 3) N 03° 23' 59" W, A DISTANCE OF 534.42 FEET; 4) N.52°13'19"E., 172.90 FEET; 5) N.23°42'14"W., 111.46 FEET; 6) N.64°47'52"E., 112.21 FEET; 7) N.07°32'16"E., 75.05 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE OFFSITE DRAINAGE EASEMENT "SOUTH", AS RECORDED IN OFFICIAL RECORDS BOOK 16915, PAGE 680, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING SEVEN (7) COURSES: 1) S.77°13'50"E., 151.52 FEET; 2) S.76°16'29"E., 286.56 FEET; 3) N.77°54'26"E., 40.18 FEET; 4) N.75°19'54"E., 565.88 FEET; 5) N.37°04'25"E., 31.85 FEET; 6) N.13°51'00"E., 73.49 FEET; 7) N.05°49'00"E., 30.17 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF AN INGRESS/EGRESS AND UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 16915, PAGE 666 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, S.84°11'00"E., 606.32 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF SAID

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INGRESS/EGRESS AND UTILITY EASEMENT, N.05°49'00"E., 118.00 FEET TO A POINT ON A CURVE; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID INGRESS/EGRESS AND UTILITY EASEMENT THE FOLLOWING SEVEN (7) COURSES: 1) CONCAVED NORTHEASTERLY, 23.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET AND A CENTRAL ANGLE OF 40°07'09" (CHORD BEARING N.64°07'25"W., 23.32 FEET); 2) N.84°11'00"W., 712.02 FEET TO A POINT OF CURVATURE; 3) CONCAVE NORTHERLY, 26.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1237.00 FEET AND A CENTRAL ANGLE OF 01°14'08" (CHORD BEARING N.83°33'56"W., 26.68 FEET); 4) N.68°03'16"W., 50.47 FEET TO A POINT ON A CURVE; 5) CONCAVE NORTHEASTERLY, 256.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1225.00 FEET AND A CENTRAL ANGLE OF 12°00'13" (CHORD BEARING N.74°39'51"W., 256.17 FEET) TO A POINT ON A CURVE; 6) CONCAVE NORTHWESTERLY, 12.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET AND A CENTRAL ANGLE OF 21°00'52" (CHORD BEARING S.36°00'40"W., 12.40 FEET) TO A POINT ON A CURVE; 7) CONCAVE NORTHEASTERLY, 275.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1237.00 FEET AND A CENTRAL ANGLE OF 12°46'53" (CHORD BEARING N.62°07'35"W., 275.37 FEET) TO A POINT ON THE EASTERLY BOUNDARY OF OFFSITE DRAINAGE EASEMENT "NORTH", AS RECORDED IN THE AFORESAID OFFICIAL RECORDS BOOK 16915, PAGE 666; THENCE ALONG SAID EASTERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES: 1) N.01°00'00"E., 210.81 FEET; 2) N.19°00'00"E., 110.19 FEET; 3) N.26°00'00"E., 316.09 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID OFFSITE DRAINAGE EASEMENT "NORTH", N.59°00'00"W., 317.64 FEET TO A POINT ON THE AFORESAID CENTERLINE OF A 100 FOOT WIDE DRAINAGE EASEMENT; THENCE ALONG SAID CENTERLINE, THE FOLLOWING FOUR (4) COURSES: 1) N.33°42'22"E., 79.70 FEET; 2) N.16°23'01"E., 165.36 FEET; 3) N.27°26'53"E., 424.96 FEET; 4) N.11°15'03"E., 404.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 678.37 ACRES, MORE OR LESS

## **LESS AND EXCEPT THE FOLLOWING:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 00°36'39" E, ALONG THE EAST BOUNDARY OF SAID SECTION 17, A DISTANCE OF 583.03 FEET; THENCE S 89°23'43" W, LEAVING SAID EAST BOUNDARY, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 15.00 OF TRACT 1 LYING IN THE NORTHEAST 1/4 OF SAD SECTION 17 OF SAID PLAT OF DAVIS & DOWDELL ADDITION AND THE POINT OF BEGINNING; THENCE S 00° 35' 51" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 412.47 FEET; THENCE S 89° 24' 08" W, LEAVING SAID BOUNDARY, A DISTANCE OF 347.33 FEET; THENCE N 00° 13' 55" E, A DISTANCE OF 15.00 FEET; THENCE S 89° 24' 08" W, A DISTANCE OF 125.46 FEET; THENCE N 03° 38' 54" W, A DISTANCE OF 339.41 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.26 FEET AND A CHORD WHICH BEARS N 39° 33' 51" E, A DISTANCE OF 38.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.70 FEET TO THE END OF SAID CURVE; THENCE N 89° 24' 08" E, A DISTANCE OF 218.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CHORD WHICH BEARS N 63° 15' 19" E, A DISTANCE OF 66.10 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 68.45 FEET TO THE END OF SAID CURVE; THENCE N 89° 23' 43" E, A DISTANCE OF 187.66 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 4.33 ACRES, MORE OR LESS.

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**EXHIBIT E**

Medley Club Property

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 00°36'39" E, ALONG THE EAST BOUNDARY OF SAID SECTION 17, A DISTANCE OF 583.03 FEET; THENCE S 89°23'43" W, LEAVING SAID EAST BOUNDARY, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 15.00 OF TRACT 1 LYING IN THE NORTHEAST 1/4 OF SAID SECTION 17 OF SAID PLAT OF DAVIS & DOWDELL ADDITION AND THE POINT OF BEGINNING; THENCE S 00° 35' 51" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 412.47 FEET; THENCE S 89° 24' 08" W, LEAVING SAID BOUNDARY, A DISTANCE OF 347.33 FEET; THENCE N 00° 13' 55" E, A DISTANCE OF 15.00 FEET; THENCE S 89° 24' 08" W, A DISTANCE OF 125.46 FEET; THENCE N 03° 38' 54" W, A DISTANCE OF 339.41 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.26 FEET AND A CHORD WHICH BEARS N 39° 33' 51" E, A DISTANCE OF 38.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.70 FEET TO THE END OF SAID CURVE; THENCE N 89° 24' 08" E, A DISTANCE OF 218.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CHORD WHICH BEARS N 63° 15' 19" E, A DISTANCE OF 66.10 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 68.45 FEET TO THE END OF SAID CURVE; THENCE N 89° 23' 43" E, A DISTANCE OF 187.66 FEET TO THE POINT OF BEGINNING.

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**EXHIBIT F**

## AGE-RESTRICTED PARCEL

A PARCEL OF LAND LYING IN SECTION 8 AND SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 88°00'03" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 30.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF WEST LAKE DRIVE AS DEDICATED IN OFFICIAL RECORDS BOOK 669, PAGE 506 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S 00°36'39" E, ALONG SAID WEST RIGHT-OF-WAY AND THE EAST BOUNDARY OF THE WEST 15 FEET OF TRACTS 1, 8, 9, AND 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2693.70 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 17. SAID POINT ALSO ON THE CENTERLINE OF A 30 FOOT ROAD RIGHT-OF-WAY AS DEDICATED PER SAID DAVIS & DOWDELL ADDITION; THENCE S 89°38'58" W, ALONG SAID CENTERLINE AND NORTH BOUNDARY, A DISTANCE OF 634.34 FEET TO THE TERMINUS OF SAID RIGHT-OF-WAY; THENCE S 00°40'41" E, A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF TRACT 1 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S 00°40'41" E, ALONG THE WEST BOUNDARY OF SAID TRACT 1, A DISTANCE OF 663.62 FEET; THENCE N 89°44'24" E, ALONG THE SOUTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 633.56 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 15 FEET OF TRACTS 8, 9, AND 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S 00°36'42" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1988.85 FEET A POINT ON THE NORTH BOUNDARY OF THE SOUTH 35 FEET OF TRACTS 13 THROUGH 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE N 89°59'14" W, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1990.05 FEET; THENCE N 00°30'00" W, LEAVING SAID NORTH BOUNDARY, A DISTANCE OF 302.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1243.00 FEET AND A CHORD WHICH BEARS N 05°15'00" W, A DISTANCE OF 205.86 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 206.10 FEET TO A POINT OF TANGENCY; THENCE N 10°00'00" W, A DISTANCE OF 1746.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1057.00 FEET AND A CHORD WHICH BEARS N 00°03'22" W, A DISTANCE OF 365.06 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 366.90 FEET TO A POINT OF TANGENCY; THENCE N 09°53'17" E, A DISTANCE OF 16.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1112.00 FEET AND A CHORD WHICH BEARS N 29°34'42" E, A DISTANCE OF 749.34 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 764.30 FEET TO A POINT OF TANGENCY; THENCE N 49°16'07" E, A DISTANCE OF 359.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1193.00 FEET AND A CHORD WHICH BEARS N 35°25'44" E, A DISTANCE OF 570.75 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 576.34 FEET TO A POINT OF TANGENCY; THENCE N 21°35'21" E, A DISTANCE OF 653.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1193.00 FEET AND A CHORD WHICH BEARS N 02°45'41" W, A DISTANCE OF 983.79 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1014.05 FEET TO A POINT OF TANGENCY; THENCE N 27°06'43" W, A DISTANCE OF 433.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1107.00 FEET AND A CHORD WHICH BEARS N 24°47'43" W, A DISTANCE OF 89.50 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 89.53 FEET; THENCE N 65°08'01" E, ALONG A NON-RADIAL LINE, A DISTANCE OF 10.01 FEET TO THE

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BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET AND A CHORD WHICH BEARS N 25°06'12" E, A DISTANCE OF 46.68 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 52.31 FEET TO A POINT OF TANGENCY; THENCE N 71°56'17" E, A DISTANCE OF 13.10 FEET; THENCE N 18°03'43" W, A DISTANCE OF 100.00 FEET; THENCE S 71°56'17" W, A DISTANCE OF 11.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 22.00 FEET AND A CHORD WHICH BEARS N 61°07'13" W, A DISTANCE OF 32.15 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 36.05 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1085.00 FEET AND A CHORD WHICH BEARS N 11°24'19" W, A DISTANCE OF 104.99 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 105.03 FEET TO A POINT OF TANGENCY; THENCE N 08°37'56" W, A DISTANCE OF 3.51 FEET; THENCE N 89°16'49" E, A DISTANCE OF 45.17 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE N 88°10'12" E, A DISTANCE OF 1303.85 FEET TO THE WEST BOUNDARY OF THE EAST 30 FEET OF DEED PER OFFICIAL RECORDS BOOK 7809, PAGE 849 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE S 01°33'55" E, 30 FEET WEST AND PARALLEL WITH THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 962.46 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 00°36'39" E, ALONG THE EAST BOUNDARY OF SAID SECTION 17, A DISTANCE OF 583.03 FEET; THENCE S 89°23'43" W, LEAVING SAID EAST BOUNDARY, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 15.00 OF TRACT 1 LYING IN THE NORTHEAST 1/4 OF SAID SECTION 17 OF SAID PLAT OF DAVIS & DOWDELL ADDITION AND THE POINT OF BEGINNING; THENCE S 00° 35' 51" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 412.47 FEET; THENCE S 89° 24' 08" W, LEAVING SAID BOUNDARY, A DISTANCE OF 347.33 FEET; THENCE N 00° 13' 55" E, A DISTANCE OF 15.00 FEET; THENCE S 89° 24' 08" W, A DISTANCE OF 125.46 FEET; THENCE N 03° 38' 54" W, A DISTANCE OF 339.41 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.26 FEET AND A CHORD WHICH BEARS N 39° 33' 51" E, A DISTANCE OF 38.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.70 FEET TO THE END OF SAID CURVE; THENCE N 89° 24' 08" E, A DISTANCE OF 218.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CHORD WHICH BEARS N 63° 15' 19" E, A DISTANCE OF 66.10 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 68.45 FEET TO THE END OF SAID CURVE; THENCE N 89° 23' 43" E, A DISTANCE OF 187.66 FEET TO THE POINT OF BEGINNING.