

PREPARED BY AND RETURN TO:

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

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

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHSHORE BAY (this "**Second Amendment**") is made this 14th day of May, 2019, 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 Official Records Book 25402, Page 1869 of the Public Records of Hillsborough County, Florida, as amended by that certain FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHSHORE BAY recorded as Instrument No. 2018212345 in Official Records Book 25800, Page 1336 of the Public Records of Hillsborough County, Florida (collectively, the "**Declaration**").

B. Pursuant to Article XII of the Declaration, the Declarant may amend the Declaration without the joinder or consent of any person or entity so long as Declarant is in control of the Master Association and maintains its Class "B" membership status.

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.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Second 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 Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified herein, the Declaration shall remain in full force and effect.

3. Article I, Section 18 of the Declaration is hereby amended as follows:

18. "Club Plan" shall mean the Amended and Restated Club Plan for Club Southshore Bay, recorded in Official Records Book 1910, Pages 1910-1981, in the Public Records of Hillsborough County, a copy of which is attached hereto as "Exhibit D," together with all amendments and modifications thereof. For purposes of clarification, Exhibit "D" attached to the Declaration, and any reference to Exhibit "D" as may be referenced in the Declaration, is hereby deleted. Each Owner, by acceptance of a deed to any Lot, acknowledges and agrees that the Club Plan does not establish or govern a homeowners association or club association, and the Club Plan is not governed by the Homeowners' Association Act, Chapter 720, Florida Statutes. The Declaration is subordinate in all respects to the Club Plan. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DECLARATION AND THE CLUB PLAN, THE CLUB PLAN SHALL CONTROL.

4. Article I of the Declaration is hereby amended to add the following new Sections as consecutively numbered additional definitions:

51. "Absentee Owner" shall mean an Owner of a Lot who is not occupying the Dwelling located on such Lot as his or her primary personal residence or homestead real property, as defined by applicable Florida law. Accordingly, if the Owner of the Lot is a for-profit or non-profit business entity and not an individual, then such Owner shall be an "Absentee Owner," unless one or more of the individuals holding an ownership interest in such business entity are occupying the Dwelling located on such Lot as their primary personal residence. In the latter case, notwithstanding that the Dwelling is not homestead real property under Florida law, the individual holding an ownership interest in the Lot and occupying it as his or her primary personal residence shall be deemed an "Owner" and not an "Absentee Owner" for so long as he or she occupies the Dwelling for such purposes.

52. "Absentee Owner Occupant" shall mean a natural person who occupies a Dwelling located on a Lot owned by an Absentee Owner, if such occupancy is not as a Tenant (as defined below) pursuant to a bona fide lease for a fair market rental as otherwise provided in this Declaration and in accordance with Article X, Section 18 below.

53. "Tenant" shall mean a natural person who occupies a Dwelling located on a Lot owned by an Owner with such occupancy pursuant to a bona

fide lease which complies with the terms and conditions set forth in Article X, Section 18 below.

5. Article X, Section 18 of the Declaration is hereby amended and restated in its entirety as follows (SUBSTANTIAL REWORDING - SEE GOVERNING DOCUMENTS FOR CURRENT TEXT):

18. Use, Rentals, Tenants, Absentee Owner Occupants. Lots shall be used for single family residential purposes only. Tenants and Absentee Owner Occupants may utilize the Common Property in accordance with the Declaration and may utilize and the Club Facilities in accordance with and except as otherwise expressly provided in the Club Plan. The number of Tenants or Absentee Owner Occupants occupying a single Dwelling shall be as required by applicable state and local laws, codes, and ordinances, as the same may be amended from time to time. If no such requirement exists under applicable laws, codes and ordinance, however, then the requirement shall be two (2) persons per bedroom within such Dwelling. For purposes of this paragraph, the word "occupying" means a natural person occupying the Dwelling overnight.

a. Rentals to Tenants. Owners may rent or lease Dwellings to Tenants for periods of not less than six (6) months and not more than one (1) year. Leases must be for the entire Dwelling and individual rooms within a Dwelling may not be leased. An Owner, at least seven (7) days prior to entering into a written lease agreement, shall deliver written notice of the lease to the Master Association, together with a copy of the proposed written lease and application fee established by the Board of Directors (unless modified by the Board of Directors, the application fee shall be fifty dollars [\$50.00]). Leases must contain a provision that permits the Owner to evict the Tenant for violations of the Governing Documents. The Tenant shall complete such informational form as may be required by the Master Association and Owner shall deliver the same to the Master Association prior to commencement of the tenancy. The Master Association shall have the right to enforce its Rules and Regulations and the restrictions set forth in this Declaration against such Tenant and the Owner, but without any obligation to do so against Tenant, such enforcement being the sole responsibility of the Owner. The Owner agrees to remove, at the Owner's sole expense, by legal means including eviction, such Tenant in the event a Tenant refuses or fails to abide by and adhere to this Declaration, the Rules and Regulations, and any other policies adopted by the Master Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Master Association shall have the right, but not the obligation, to evict such Tenant and the costs of the same shall be the responsibility of Owner.

b. Absentee Owner Occupants. An Owner of a Lot shall not permit all Absentee Owner Occupants to occupy the Dwelling located on the Lot for an aggregate combined total of greater than one-hundred eighty (180) days (without regard to whether such days are consecutive or not) in any three-hundred sixty-five day (365) day period. An Owner, at least seven (7) days prior to occupancy of such Owner's Dwelling by an Absentee Owner Occupant, shall truthfully complete, execute, and deliver to the Master Association such informational form as may be required by the Master Association prior to commencement of occupancy by such Absentee Owner Occupant. The Master Association shall have the right to enforce its Rules and Regulations and the restrictions set forth in this Declaration against any such Absentee Owner

Occupant, as well as the Owner but without any obligation to do so against an Absentee Owner Occupant, such enforcement being the sole obligation of the Owner. Each Owner agrees to remove, at such Owner's sole expense, by legal means diligently prosecuted to completion, an Absentee Owner Occupant if such Absentee Owner Occupant refuses or fails to abide by and adhere to this Declaration, the Rules and Regulations, and any other policies adopted by the Master Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Master Association shall have the right, but not the obligation, to remove an Absentee Owner Occupant from the Property without limiting any other rights of the Master Association under this Declaration, and the costs of the same shall be the responsibility of such Owner.

6. Article VII, Section 11 of the Declaration is hereby amended as follows:

11. Subordination. The lien rights created in this Declaration shall be for the benefit of the Club Owner and the Master Association, in that order of priority. The assessment lien shall be subordinate to (i) the lien for Club Dues as provided in the Club Plan, (ii) the liens of all taxes, bonds, assessments, including CDD assessments, and other governmental levies which by law would be superior, and (iii) the lien of any first priority, purchase money mortgage of an institutional lender. Any such mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the uncollected assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee, and no mortgagee shall have the obligation to collect any such sums. Such unpaid amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Except as otherwise provided herein, any Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due. The lien for assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a (i) foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2018), or (ii) a lien for Club Dues, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for assessments encumbering the Lot or chargeable to the former Owner of the Lot which became due prior to such sale or transfer.

7. 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.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, Declarant has duly executed this Amendment on the date first written above.

WITNESSES:

"DECLARANT"

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

Christie Dawie

Print Name: Christie Dawie

Kelley Remond

Print Name: Kelley Remond

By: *John M. Ryan*

Name: John M. Ryan

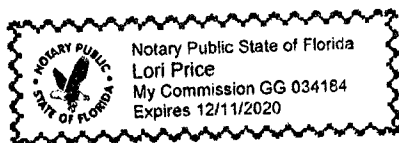
Title: Manager

[Company Seal]

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 14th day of May, 2019, by John M. 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].



Lori Price

Notary Public

Print Name: Lori Price

My Commission Expires: 12/11/2020

IN WITNESS WHEREOF, Declarant has duly executed this Amendment on the date first written above.

WITNESSES:

"DECLARANT"

DUNE FB DEBT LLC, a
Delaware limited liability company

Christie Davie
Print Name: Christie Davie

By: *[Signature]*
Name: John M. Ryan
Title: Manager

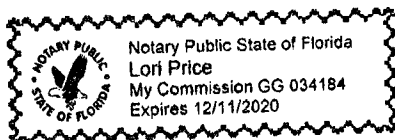
[Company Seal]

Kelley Raul
Print Name: Kelley Raul

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 14th day of May, 2019, by John M. Ryan, as Manager of DUNE FB DEBT LLC, a Delaware limited liability company. He [is personally known to me] [has produced as identification].



[Signature]
Notary Public
Print Name: Lori Price
My Commission Expires: 12/11/2020

JOINDER

SOUTHSHORE BAY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Master Association**") does hereby join in the Second Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Southshore Bay (the "**Second 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 Second Amendment and does not affect the validity of the Second Amendment as the Master Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14th day of May, 2019.

WITNESSES:**"MASER ASSOCIATION"**

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

Christie Davie
Print Name: Christie Davie

By: [Signature]
Name: John M. Ryan
Title: President

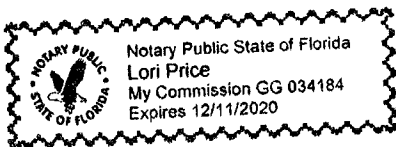
Kelley Raul
Print Name: Kelley Raul

[Corporate Seal]

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 14th day of May, 2019, by John M. 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].



[Signature]
Notary Public
Print Name: Lori Price
My Commission Expires: 12/11/2020