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By: Tam Kew

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

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

This THIRD AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHSHORE BAY (this "Amendment") is made and entered into this 12 day of October, 2021, effective the 12 day of October, 2021, by DUNE FL LAND I SUB LLC, a Delaware limited liability company and 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**

**WHEREAS**, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Southshore Bay was executed on the 4th day of December, 2017, and recorded in O.R. Book 25402, Page 1869, of the Public Records of Hillsborough County, Florida (the "Records"), and subsequently modified, supplemented, and amended by: that certain First Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Southshore Bay recorded in O.R. Book 25800, Page 1336, of the Records; and that certain Second Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Southshore Bay recorded in O.R. Book 26635, Page 378, of the Records (collectively and as so modified, the "Original Declaration").

**WHEREAS**, Article XII of the Original Declaration provides that, so long as Declarant is in control of the Master Association and maintains its Class "B" memberships status, Declarant may initiate, adopt and make any amendment to the Original Declaration without the joinder or consent of any Owner or any other party, subject only to the restrictions set forth in Section 720.3075(5), Florida Statutes.

**WHEREAS**, Declarant is in control of the Master Association and maintains its Class "B" membership status.

**WHEREAS**, Declarant desires to amend the Original Declaration as set forth in this Third Amendment.

**NOW THEREFORE**, Declarant does hereby amend the Original Declaration as set forth in this Third Amendment:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment.
2. **Conflicts.** In the event of any conflict between this Third Amendment and the Original Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Original Declaration shall be construed as a single document.
3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration.
4. **Amendments.** Article XVI of the Original Declaration is hereby amended to add the following new section as Section 5:
  5. **FHA/VA/USDA Compliance.** Notwithstanding any inconsistent or contrary provision in this Declaration, if and for so long as any Lot is encumbered by a mortgage insured by the Federal Housing Administration ("FHA"), Veterans Administration ("VA") or United States Department of Agriculture ("USDA"), any restrictions in this Declaration on renting, subleasing, or reconveyance of Lots that violate any mandatory FHA, VA, or USDA underwriting guidelines or requirements shall not apply to such Lot or its Owner, to the extent of any such violation, with any compliant portion of such restrictions remaining in full force and effect.
5. **No Other Modifications.** All provisions of the Original Declaration not modified hereby or inconsistent herewith, shall remain as originally contained therein.

*[Remainder of page intentionally blank. Execution page follows.]*

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

WITNESSES:

DECLARANT:

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

Print Name: \_\_\_\_\_

Michael Lawson

Print Name: \_\_\_\_\_

Jennifer Barrs

By: \_\_\_\_\_

Name: John M. Ryan

Title: Manager

STATE OF FLORIDA                     )  
COUNTY OF HILLSBOROUGH        )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of October, 2021, by **John M. Ryan**, as Manager of **DUNE FL LAND I SUB LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me.



NOTARY PUBLIC, State of Florida

Print Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_

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

WITNESSES:

DECLARANT:

**DUNE FB DEBT LLC,**  
a Delaware limited liability company

Print Name: Michael Lamoon

Print Name: Jennifer Barrs

By: [Signature]

Name: John M. Ryan

Title: Manager

STATE OF FLORIDA                    )  
COUNTY OF HILLSBOROUGH        )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of October, 2021, by **John M. Ryan**, as Manager of **DUNE FB DEBT LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me.



[Signature]  
NOTARY PUBLIC, State of Florida

Print Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_

# JOINDER

## SOUTHSHORE BAY HOMEOWNERS' ASSOCIATION, INC.

**SOUTHSHORE BAY HOMEOWNERS' HOMEOWNERS ASSOCIATION, INC.** ("**Master Association**") does hereby join in the THIRD AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHSHORE BAY (the "**Amendment**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Master Association acknowledges that this Joinder is for convenience purposes only, inasmuch as Master Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 12 day of October, 2021.

WITNESSES:

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

Print Name:

Michael Lawson

Print Name:

Jennifer Barrs

By:

Name: John M. Ryan

Title: President

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of October, 2021, by **John M. Ryan**, as President of **SOUTHSHORE BAY HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.



NOTARY PUBLIC, State of Florida

Print Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_