

**PREPARED BY AND RETURN TO:**

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INSTRUMENT#: 2018426708, O BK 26152  
PG 314-320 10/19/2018 at 03:11:58 PM,  
DEPUTY CLERK: EARRECHAVALA Pat Frank,  
Clerk of the Circuit Court Hillsborough County

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**FIRST AMENDMENT TO  
COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY**

THIS FIRST AMENDMENT TO THE COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY (this “**First Amendment**”) is made 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**”) joined by the MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”) and also joined by LENNAR HOMES, LLC, a Florida limited liability company (“**Lennar**”).

**RECITALS**

A. The Declarant recorded the COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY in Official Records Book 25800, Page 1357 of the Public Records of Hillsborough County, Florida (the “**Declaration**”).

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to the Turnover Date without the joinder or consent of any person or entity.

C. The Turnover Date has not yet occurred.

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 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. The following definitions in Section 2 of the Declaration are hereby amended as follows:

**"Club Plan"** shall mean the AMENDED AND RESTATED CLUB PLAN FOR THE MEDLEY CLUB AT SOUTHSORE BAY CLUB recorded in the Public Records in Official Records Book 26152, Page 215, together with all amendments and modifications thereof. ~~A copy of the Club Plan is attached to this Declaration as Exhibit 5.~~ This Declaration is subordinate in all respects to the Club Plan. ~~Although the Club Plan is an exhibit to this Declaration, each~~ Each Owner, by acceptance of a deed to any Lot or Home, 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 Club Plan shall not be considered part of the Governing Documents (as defined below). IN THE EVENT OF ANY CONFLICT BETWEEN THE CLUB PLAN AND THIS DECLARATION, THE CLUB PLAN SHALL CONTROL.

4. Section 2 of the Declaration is hereby amended to add the following definitions:

**"Club Dues"** shall have the meaning set forth in the Club Plan.

**"Club Facilities"** shall have the meaning set forth in the Club Plan. CERTAIN COMPONENTS THAT ARE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE CLUB FACILITIES.

**"Club Owner"** shall have the meaning set forth in the Club Plan.

5. Section 3.4 of the Declaration is hereby amended as follows:

3.4 Club Plan. Each Owner, by acquiring title to a Lot is a member of the Club and will be subject to all of the terms and conditions of the Club Plan, as amended and supplemented from time to time. The Club Owner is responsible for operating and maintaining the Club and Club Facilities and administering the Club Plan. Club Facilities may be added, modified or deleted from time to time in accordance with the Club Plan. The Club Plan contains certain rules, regulations and restrictions relating to the use of the Club. Pursuant to the Club Plan, each Owner shall pay the Club Dues, including without limitation Club Membership Fees as set forth in the Club Plan. The Club Owner may increase the number of Club members and users from time to time in accordance with the Club Plan. The Club shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Club subject to rules and regulations imposed by the Club Owner. Each Owner shall be bound by and comply with the Club Plan ~~attached to this Declaration, as amended and supplemented.~~

THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE CLUB PLAN THAT IS INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE CLUB PLAN IS AN EXHIBIT TO THIS DECLARATION, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THIS DECLARATION IS SUBORDINATE AND INFERIOR TO THE CLUB PLAN. IN THE

EVENT OF ANY CONFLICT BETWEEN THE CLUB PLAN AND THIS DECLARATION, THE CLUB PLAN SHALL CONTROL.

6. Section 4.2 of the Declaration is hereby amended as follows:

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration, any of the Governing Documents, or any of the Master Governing Documents or the Club Plan. It is expressly intended that Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents ~~and the Club Plan~~, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

7. Section 6.2 of the Declaration is hereby amended as follows:

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, MEDLEY AT SOUTHSORE BAY and each Lot therein shall continue to be subject to the provisions of this Declaration, including without limitation, the provisions respecting Assessments and the Club specified in this Declaration and/or the Club Plan. Each Owner shall continue to be personally obligated to the successors or assigns of the Association, and/or the Club Owner, as the case may be, for Assessments and Club Dues to the extent that Assessments and Club Dues are required to enable the successors or assigns of the Association and/or Club Owner to properly maintain, operate and preserve the Common Areas and/or Club, as applicable. Without limiting the foregoing, the obligation of each Owner to pay the Club Dues is separate and distinct from the obligation to pay Assessments, and such obligation of each Owner to pay the Club Dues shall survive the dissolution of the Association. The provisions of this Section 6.2 only shall apply with regard to the maintenance, operation, and preservation of those portions of MEDLEY AT SOUTHSORE BAY that had been Common Areas and/or comprised part of the Club and continue to be so used for the common use and enjoyment of the Owners.

8. Section 7.6 of the Declaration is hereby amended as follows:

7.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or Club Owner or conflict with the provisions of this Declaration or the other Governing Documents.

9. Section 9.8.1 of the Declaration is hereby amended to add the following sentence at the end of Section 9.8.1:

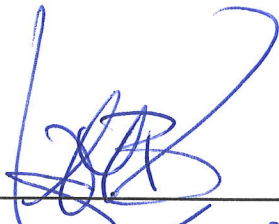
"Without limiting the foregoing, Club Owner and all persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Common Areas or Facilities, as applicable, for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair and replacement of the Club."

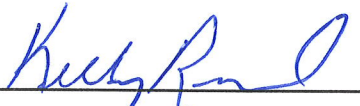
10. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this First Amendment to be executed by its duly authorized representative as of this 17 day of October, 2018.


**WITNESSES:**

  
\_\_\_\_\_  
Print Name: Jennifer Barrs

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

**"DECLARANT"**

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


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

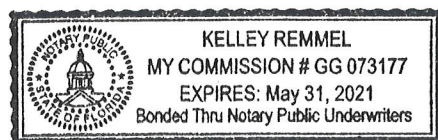
[Company Seal]

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

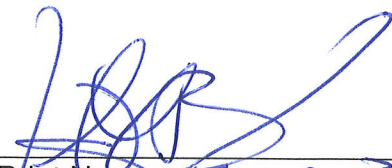
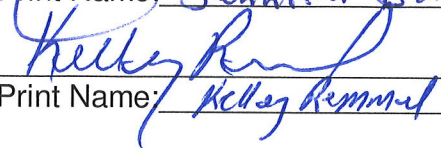
The foregoing instrument was acknowledged before me this 17 day of October, 2018, by John M. Ryan, as Manager of DUNE FL LAND I SUB, LLC, a Delaware limited liability company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

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



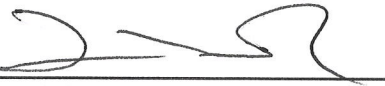
IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 17 day of October, 2018.

**WITNESSES:**

  
Print Name: Jennifer Harris  
  
Print Name: Kelley Remmel

**"DECLARANT"**


DUNE FB DEBT LLC, a Delaware limited liability company

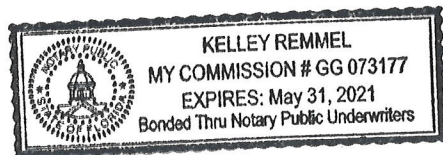
By:   
Name: John M. Ryan  
Title: Manager

STATE OF FLORIDA                     )  
COUNTY OF HILLSBOROUGH    )

The foregoing instrument was acknowledged before me this 17 day of October, 2018, 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].

My commission expires: 5/31/21

  
NOTARY PUBLIC, State of Florida at  
Large  
Print Kelley Remmel  
Name: \_\_\_\_\_



## JOINDER

MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the First Amendment to Declaration for Medley at 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 Association agrees this joinder is for the purpose of evidencing the 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 Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16 day of October, 2018.

### WITNESSES:

### "ASSOCIATION"

MEDLEY AT SOUTHSORE BAY  
COMMUNITY ASSOCIATION, INC., a  
Florida not-for-profit corporation

Abi James  
Print Name: ABI JAMES

By: Kelly Evans  
Name: Kelly Evans  
Title: President

Joshua Hunnings  
Print Name: Joshua Hunnings

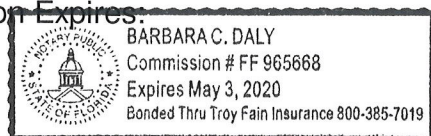
[Corporate Seal]

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 16th day of October, 2018, by Kelly Evans, as President of MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation. (She) [is personally known to me] [has produced \_\_\_\_\_ as identification].

Barbara C. Daly  
Notary Public  
Print Name: **BARBARA C. DALY**  
My Commission Expires:





## JOINDER

LENNAR HOMES, LLC, a Florida limited liability company ("Lennar") does hereby join in the First Amendment to Declaration for Medley at 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. Lennar agrees this joinder is for the purpose of evidencing Lennar's acceptance of the rights and obligations provided in the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16 day of October, 2018.

### WITNESSES:

### "LENNAR"

LENNAR HOMES, LLC, a Florida limited liability company

By: [Signature]  
Name: Marvin L. Metheny, Jr.  
Title: Vice President

[Corporate Seal]

[Signature]  
Print Name: Kelly BARS

[Signature]  
Print Name: ABI JAMES

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 16 day of October, 2018, by Marvin L. Metheny, Jr., as Vice President of LENNAR HOMES, LLC, a Florida limited liability company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

Barbara C. Daly  
Notary Public  
Print Name: BARBARA C. DALY  
My Commission Expires:

