

PREPARED BY AND RETURN TO:

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Tampa, Florida 33602

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

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

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY (this “**Second 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**”) and joined by the MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”).

RECITALS

A. The Declarant recorded that certain COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY in Official Records Book 25800, Page 1357, Instrument Number 2018212347, of the Public Records of Hillsborough County, Florida, and that certain FIRST AMENDMENT TO COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY in Official Records Book 26152, Page 314, Instrument Number 2018426708, of the Public Records of Hillsborough County, Florida (collectively, 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. Pursuant to Section 9.9.1 of the Declaration, prior to Turnover, the Declarant shall have the right to adopt Rules and Regulations governing the use and operation of the Common Areas of the community known as “MEDLEY AT SOUTHSORE BAY,” as described in the Declaration.

D. The Turnover Date has not yet occurred.

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein and to record the Rules and Regulations in compliance with Section 720.306, Florida Statutes (2018).

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 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 hereby, the Declaration shall remain in full force and effect.

3. The Declarant, joined by the Association, hereby imposes the Golf Cart Rules and Regulations attached hereto as **Schedule A** and incorporated herein by this reference, so that MEDLEY AT SOUTHSORE BAY shall be subject to such Rules and Regulations as provided in the Declaration. Amendments to the Rules and Regulations shall be recorded in the Public Records of Hillsborough County, Florida to the extent required by Section 720.306(1)(e), Florida Statutes (2018). Notwithstanding the Golf Cart Rules and Regulations attached hereto as Schedule A, all covenants and restrictions set forth in the Declaration remain unmodified by this instrument except as otherwise expressly set forth herein.

4. Section 12.4.3 of the Declaration is hereby amended as follows:

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicle, boat, trailer, including without limitation, boat (or other watercraft) trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within MEDLEY AT SOUTHSORE BAY except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (e.g. Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within MEDLEY AT SOUTHSORE BAY. For any Owner who drives an automobile issued by the County or other governmental entity (e.g. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas; ~~provided, however, golf carts~~ Golf carts and "Neighborhood Electric Vehicles" shall be permitted within MEDLEY AT SOUTHSORE BAY but only to the extent permitted by applicable law and County regulations and only to the extent such golf carts and Neighborhood Electric Vehicles are used in accordance with all Rules and Regulations adopted by the Declarant and/or Board as applicable, and the foregoing restrictions shall be inapplicable to "Neighborhood Electric Vehicles" which may be otherwise authorized for use within MEDLEY AT SOUTHSORE by the County. Additionally no ATV or mini motorcycle may be parked or stored within MEDLEY AT SOUTHSORE BAY, including any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Authorized Builders, or their agents.

5. 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.

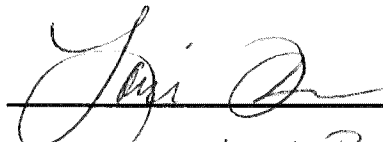
6. This Second Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Hillsborough County, Florida.


IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 20 day of August, 2019.


WITNESSES:

"DECLARANT"

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


Print Name: Lori Price

By: 
Name: John M. Ryan
Title: Manager

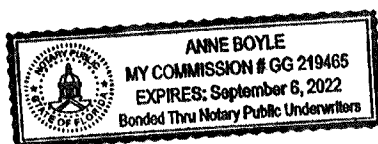

Print Name: Lauren Parsons

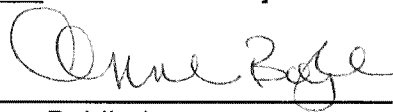
[Company Seal]

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 20 day of August, 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].




Notary Public
Print Name: Anne Boyle
My Commission Expires: 09-06-22

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 20 day of August, 2019.

WITNESSES:

"DECLARANT"

DUNE FB DEBT LLC, a Delaware limited liability company

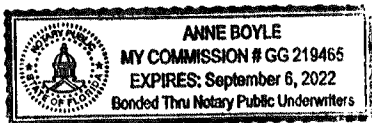
[Signature]
Print Name: Lori Price
[Signature]
Print Name: Lauren Parsons

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

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 20 day of August, 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: Anne Boyle
My Commission Expires: 09-06-22

JOINDER

MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the SECOND AMENDMENT TO DECLARATION FOR MEDLEY AT SOUTHSORE 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 Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the Second Amendment and does not affect the validity of the Second Amendment as the Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24 day of September, 2019.

WITNESSES:**"ASSOCIATION"**

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

By: [Signature]
Name: Kelly Evans
Title: President

[Corporate Seal]

Print Name: DANIEL ARNETTE

STATE OF FLORIDA)

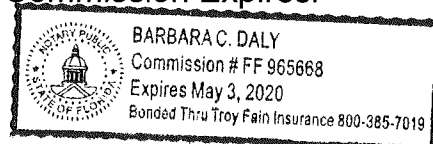
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 24th day of September, 2019, 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:



Schedule A

Golf Cart Rules and Regulations

Any vehicles considered "golf carts" or "low speed vehicles" under Chapter 316 or Chapter 320, *Florida Statutes* must comply with the following Rules and Regulations. Defined terms not otherwise set forth herein shall have the meanings ascribed to such terms in the COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY, as amended (the "**Declaration**"). Notwithstanding anything contained herein or in the Declaration, the Association shall have the right, but not the obligation, to enforce the provisions of these Rules and Regulations. The expense of any litigation to enforce these Rules and Regulations shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of these Rules and Regulations. The election not to enforce any of the Rules and Regulations, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

1. Golf carts may be operated only on roadways and golf cart paths designated by the Association or the Club Owner, as applicable. Golf carts may not be operated on sidewalks. Golf carts must drive with the flow of traffic.

2. Safe driving practices must be utilized when operating the golf cart. Texting or cell phone use during operation is prohibited.

3. Golf cart operators must adhere to all traffic signs. Golf cart maximum speed allowed is the posted speed limit, or less if required by applicable law or ordinance.

4. Golf carts may not be parked on any street or right-of-way. Golf carts may park in areas located at the Common Areas designated specifically for golf-cart parking by the Association (if any), and areas located at the Club Property designated specifically for golf-cart parking by the Club Owner, as applicable. Golf carts must be parked inside garages when not in use. All other parking restrictions set forth in the Declaration and Club Plan, or as otherwise adopted by the Declarant, the Board or Club Owner (as applicable), shall apply to golf carts.

5. All golf carts must be equipped with working seat belts, headlights, rear lights, brake lights, turn signals, a horn or other warning device, and a windshield. Only electric golf carts are permitted.

6. Headlights must be on when operating a golf cart thirty (30) minutes before sunset and thirty (30) minutes after sunrise. Headlights must also be on when raining, or when other circumstances warrant for safe use of such golf cart.

7. Golf carts may only be operated by individuals lawfully licensed by the Florida Department of Motor Vehicles.

8. Golf carts must be operated in accordance with all applicable laws, rules, regulations and ordinances. Each individual using a golf cart within MEDLEY AT SOUTHSORE BAY is responsible for understanding and complying with all applicable laws, rules, regulations and ordinances.

[CONTINUED ON FOLLOWING PAGE]

9. Golf carts may only transport the number of persons equal to the number of seats in such golf cart. Persons or materials hanging off the back or side of a golf cart is prohibited.

10. Each owner of a golf cart is required to maintain adequate insurance for their golf carts and, prior to operation of such golf cart within MEDLEY AT SOUTHSORE BAY, must name the Association as additional insured on such insurance policy.

11. Prior to operation within MEDLEY AT SOUTHSORE BAY, all golf carts must be registered with the Association by the owner of such golf cart. At the time of registration, the owner of such golf cart shall present to the Association the applicable insurance policy listing the Association as additional insured as provided in #10 above.