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This instrument prepared by and return to:
David R. Brittain, Esq.
Trenam, Kemker, Scharf, Barkin, Frye,
O'Neill & Mullis, P.A.
Post Office Box 1102
Tampa, FL 33601

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2/20/2018 K. C., Dpty Clerk

AULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
2/20/2018 10:40am 1 of 7
OR BK 9834 PG 3711

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.**

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. (the "Third Amendment") is made and entered into this 24th day of July, 2018, effective the 24th day of July, 2018 by EPPERSON RANCH, LLC a Florida limited liability company, hereinafter referred to as Declarant.

RECITALS

WHEREAS, the Epperson South Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions (the "Declaration"), was executed on the 18th day of November, 2016, and recorded in O.R. Book 9462, Pages 3859 through 3937, of the Public Records of Pasco County, Florida, (the "Declaration"), and as modified and amended by a Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded on the 16th day of October, 2017 in O.R. Book 9618, Pages 3856 through 3907, of the Public Records of Pasco County, Florida (the "Declaration"); and as modified and amended by a Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded on the 20th day of March, 2018 in O.R. Book 9708 pages 471 through 477, of the Public Records of Pasco County, Florida.

WHEREAS, Article XII of the Original Declaration provides that, so long as Declarant is in control of the Association and maintains its Class "B" memberships status, Declarant may initiate, adopt and make any amendment to this 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 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 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.

a. The following Sections are hereby added to Article I of the Declaration as consecutively numbered additional definitions:

44. "Absentee Owner" shall mean an Owner of a Lot who is not occupying the Home located on such Lot as his or her 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 Home located on such Lot as their primary personal residence. In the latter case, notwithstanding that the Home 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 Home for such purposes.

45. "Absentee Owner Occupant" shall mean a natural person who occupies a Home located on a Lot owned by an Absentee Owner, if such occupancy is not as a tenant pursuant to a bona fide lease for a fair market rental as otherwise provided in this Declaration.

46. "Tenant" shall mean a natural person who occupies a Home located on a Lot owned by an Owner with such occupancy pursuant to a bona fide lease for a fair market rental as otherwise provided in the Declaration.

b. Article X, Section 7, is hereby amended and restated in its entirety as follows:

7. Vehicles. No vehicle may be parked on the Property except within garages or on paved streets and paved driveways. Personal use vehicles parking on paved streets are restricted to areas where parking is not prohibited. Overnight parking on paved streets is not allowed. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present

on business, shall be parked on any part of the Property. For purposes of this provision, "commercial vehicles" shall mean cars, trucks or any other motorized vehicles, and trailers that may be attached thereto, which are used primarily for business rather than personal purposes. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles may be parked in the Property unless parked inside a garage or behind the Dwelling, provided said vehicle cannot be seen from any street. The foregoing shall not be applied to a Builder's construction vehicles or those of a Builder's subcontractors, suppliers and consultants.

- c. Article X, Section 18, is hereby amended and restated in its entirety as follows:

18. Use, Rentals, Tenants, Absentee Owner Occupants.

Lots shall be used for single family residential purposes only.

The number of Tenants or Absentee Owner Occupants of the home may not exceed two (2) persons per the number of bedrooms in the home.

For Rentals to Tenants: Owners may rent or lease Homes for periods of not less than six (6) months and not more than one (1) year. An Owner, at least seven (7) days prior to entering into a written lease agreement, shall deliver to the Association written notice of intent to lease a Home, together with an application fee in the amount established from time to time by the Board of Directors (which, unless modified by the Board of Directors, initially shall be fifty dollars [\$50.00]). All leases shall contain a provision that permits the Owner to evict the Tenant for violations of the Governing Documents of the Association, including the Rules and Regulations and the restrictions set forth in this Declaration. The Tenant shall complete such informational form as may be required by the Association, and Owner shall deliver the same to the Association prior to commencement of the tenancy. In furtherance of the provisions of Florida Statutes Sect. 720.305, the Association shall have the right to enforce its Governing Documents, including the Rules and Regulations of the Association and the restrictions set forth in this Declaration, against any Tenant and the Owner, but without any obligation to do so against Tenant, such enforcement being the sole responsibility and obligation of the Owner. All Leases must be for the entire Home and individual rooms within a Home may not be leased. The Association shall have all other rights and remedies in addition to the foregoing, cumulatively, conferred upon the Association by Florida Statutes Sect. 720. Notwithstanding the foregoing, however, the Association assumes no responsibility, and shall not be liable, for the content of any Lease between an Owner

and a Tenant with respect to a Home, nor shall the Association be responsible or obligated for performing background investigations of any Tenant or Tenants.

The Owner agrees to remove, promptly and at the Owner's sole expense, by all available legal means, including eviction, his or her Tenant should the Tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations, and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the 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.

For Use by Absentee Owner Occupant: An Owner, at least seven (7) days prior to occupancy of such Owner's Home by an Absentee Owner Occupant, shall truthfully complete, execute, and deliver to the Association such informational form as may be required by the Association prior to commencement of occupancy by such Absentee Owner Occupant. The 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. In furtherance of the provisions of Florida Statutes Sect. 720.305, the Association shall have the right to enforce its Governing Documents, including the Rules and Regulations of the Association and the restrictions set forth in this Declaration, against any Absentee Owner Occupant and the Absentee Owner, but without any obligation to do so against the Absentee Owner Occupant, such enforcement being the sole responsibility and obligation of the Absentee Owner. The Association shall have all other rights and remedies in addition to the foregoing, cumulatively, conferred upon the Association by Florida Statutes Sect. 720.

Each Absentee Owner agrees to remove, at Absentee Owner's sole expense, by legal means diligently prosecuted to completion, his or her Absentee Owner Occupant if the 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 Association. Notwithstanding the foregoing, should an Absentee Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to remove such Absentee Owner Occupant from the Property without limiting any other rights of the Association under this Declaration, and the costs of the same shall be the responsibility of Absentee Owner. The Association assumes no responsibility, and shall not be liable, for any Absentee Owner Occupant occupying a Home, nor shall the Association be

responsible or obligated for performing background investigations of any Absentee Owner Occupant or Occupants.

5. No Other Modifications. All provisions of the Declaration not modified hereby or inconsistent herewith, shall remain as originally contained therein.


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

WITNESSES:


DECLARANT:

EPPERSON RANCH, LLC
a Florida limited liability company




Witness #1
Marc Schwarz

Printed Name

By: 

John M. Ryan
Its Manager




Witness #2
Kelley Remmel

Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by John M. Ryan, as Manager of EPPERSON RANCH LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.





Notary Public, State of Florida
Printed name: Kelley Remmel
My Commission Expires: 5/31/21

JOINDER

EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.

EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. (the "Third Amendment") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only, inasmuch as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24th day of July, 2018.

WITNESSES:

EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

[Signature]
Print Name: Marc Schwarz

[Signature]
Print Name: Kelley Remmel

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

{SEAL}

STATE OF FLORIDA)
COUNTY OF Hillsborough) SS.:

The foregoing instrument was acknowledged before me this 19 day of December, 2018 by John Ryan, as President of EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires: 5/31/21

[Signature]
NOTARY PUBLIC, State of Florida
Print Name Kelley Remmel

