

Prepared by and return to:

David R. Brittain, Esq.  
Trenam Law  
Bank of America Plaza  
101 E. Kennedy Blvd., Suite 2700  
Tampa, FL 33602

TRENAM#192714

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

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

This SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. (the "Amendment") is made and entered into this 29 day of April, 2020, effective the 29 day of April, 2020, by **EPPERSON RANCH, LLC**, a Florida limited liability company ("Declarant"), with consent of and joinder by **EPPERSON NORTH, LLC**, a Delaware limited liability company ("Epperson North"), whose address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

**RECITALS**

**WHEREAS**, the Epperson South Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions, was executed on the 18<sup>th</sup> day of November, 2016, and recorded in O.R. Book 9462, Pages 3859 through 3937, of the Public Records of Pasco County, Florida (the "Records"), and subsequently modified, supplemented, and amended by: that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded in O.R. Book 9618, Pages 3856 through 3907; and that Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded in Book 9708, Pages 471 through 477, of the Records; and that certain Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded in O.R. Book 9810, Pages 2416 through 2422; and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded in O.R. Book 9834, Pages 3711 to 3717, of the Records; and that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded in Book 9950, Pages 3453 through 3457, of the Records; and that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in Book 9998, Pages 3853 through 3857, 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 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 Association and maintains its Class "B" membership status.

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

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

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. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.
2. Conflicts. In the event of any conflict between this Amendment and the Original Declaration, this Amendment shall control. Whenever possible, this 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. The Original Declaration is amended as follows:
  - a. Article I, Section 24, is hereby amended to read as follows:

24. "Declarant" shall collectively mean and refer to EPPERSON RANCH, LLC, a Florida limited liability company, and EPPERSON NORTH, a Delaware limited liability company, their respective successors and assigns. No successor or assignee of any member of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law. For purposes of this Declaration, Epperson Ranch, LLC, its successors and assigns, shall serve as the "Administrative Declarant" with the power to take all action, and make all decisions and elections, to be made by the Declarant by the terms of this Declaration, without the consent or approval of the other party constituting the Declarant as defined herein, and any action to be taken, or decision or election to be made by the Declarant under this Declaration shall be deemed taken or made when taken or made by Administrative Declarant.



- b. Article III is hereby amended to add the following new section as Section 5:

5. Withdrawal. Prior to the date on which all Dwellings in the Community, as ultimately planned and as fully developed, have been conveyed by the Declarant or Builders to Owners, any portions of Community (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of the Declarant to withdraw portions of the Community shall not apply to any Lot that has been conveyed to an Owner or Builder, unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or Builder is obtained. Except as provided in this paragraph below, the withdrawal of any portion of the Community shall not require the consent or joinder of any other party (including, without limitation, the Association, Builders, Owners, or any lenders). The Association shall have no right to withdraw land from the Community. So long as any Builder shall own any Lot in the Community, Declarant shall obtain such Builder's prior written consent to any proposed amendment withdrawing any Lot or other portions of the Community from the platted phase in which Builder's Lot is located prior to recording any such amendment, except with respect to any withdrawals required by a governmental agency (which the Declarant may make without the joinder or consent of any other party).

- c. The following new subsection is hereby added to Article VII, Section 5, entitled "Determination of Annual Assessments," as a consecutively-lettered additional subsection:

d. Allocation of Annual Assessments Among Lots. The Association shall levy annual assessments on an equal basis per Lot; provided, however, that the share of expenses or the proportion by which Lots in a particular class, phase, or subdivision of the Property share in the expenses may differ based on the state of development, levels of service, or other relevant factors specified in the operating budget.

- d. The final sentence of Article VII, Section 8, entitled "Commencement of Annual Assessments; Start-Up Assessment; Initial Annual Assessment; Due Dates," is hereby revised as follows:

~~The initial annual assessment~~ Unless otherwise provided in the relevant Supplemental Declaration, the Start-Up Assessment for the Lots in each Additional Property shall be as provided in this Declaration, ~~set forth in the relevant Supplemental Declaration~~

- e. The third sentence of Article X, Section 18, entitled "Use, Rentals, Tenants, Absentee Owners Occupants," is hereby revised as follows:

Owners may rent or lease Homes for periods of not less than six (6) months ~~and not more than one (1) year.~~

5. Effectiveness. This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Pasco County, Florida.
6. 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 pages follow.]*


**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

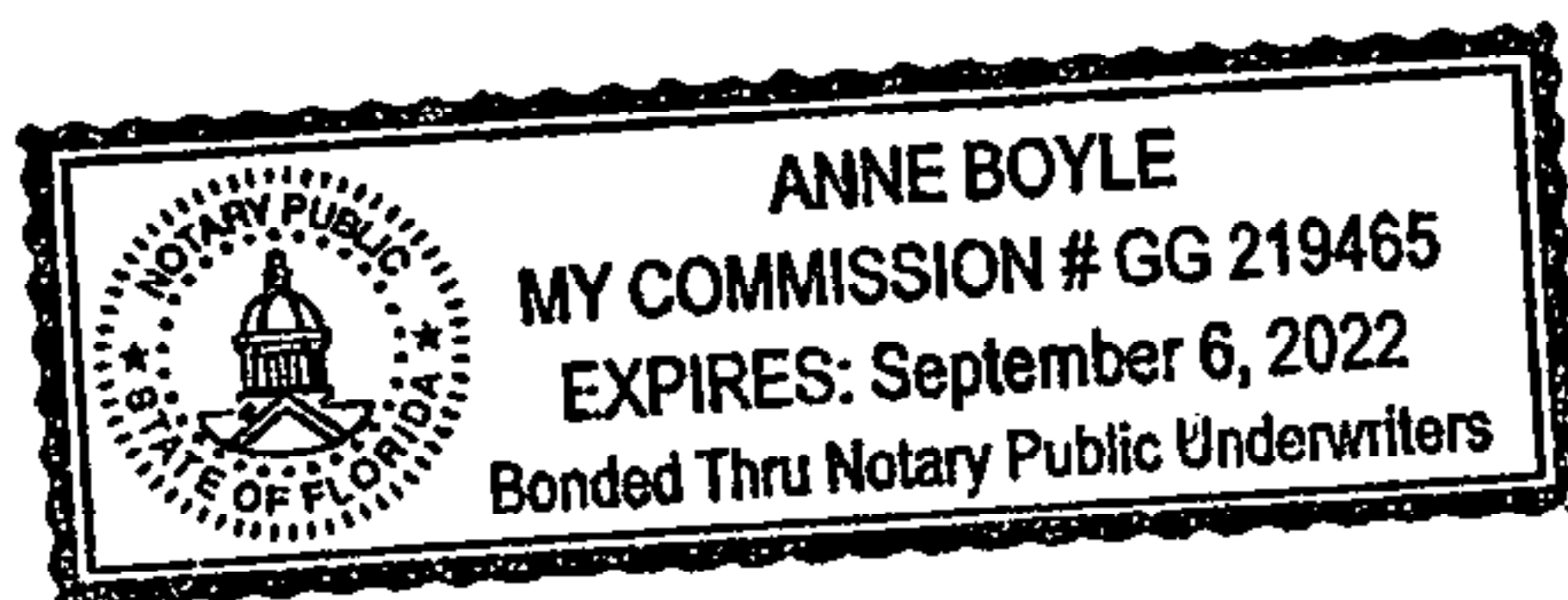
  
Print Name: Lauren Parsons

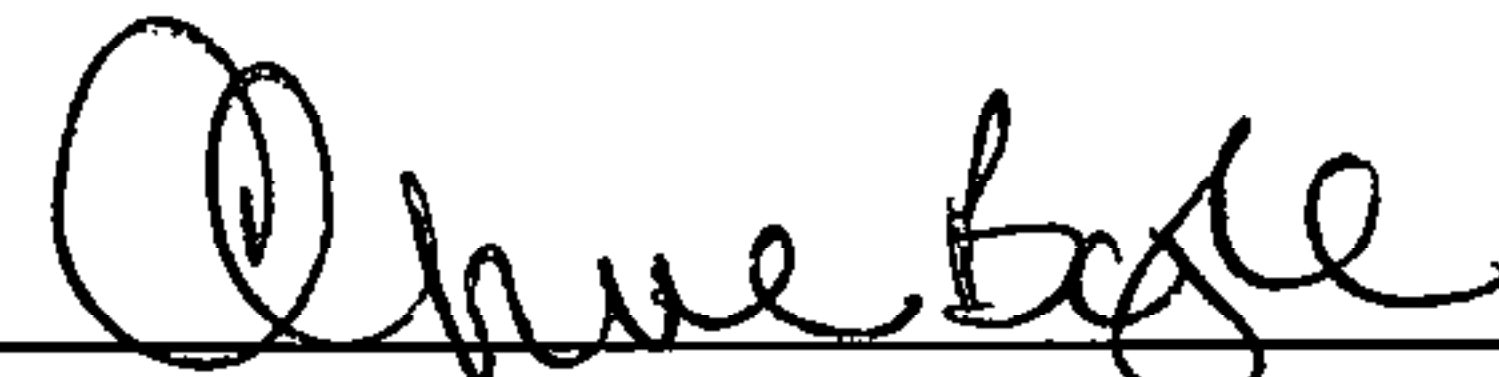
  
Print Name: Benjamin Signore

By:   
Name: John M. Ryan  
Title: Manager

STATE OF FLORIDA                   )  
COUNTY OF HILLSBOROUGH    )

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 30 day of April, 2020 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.



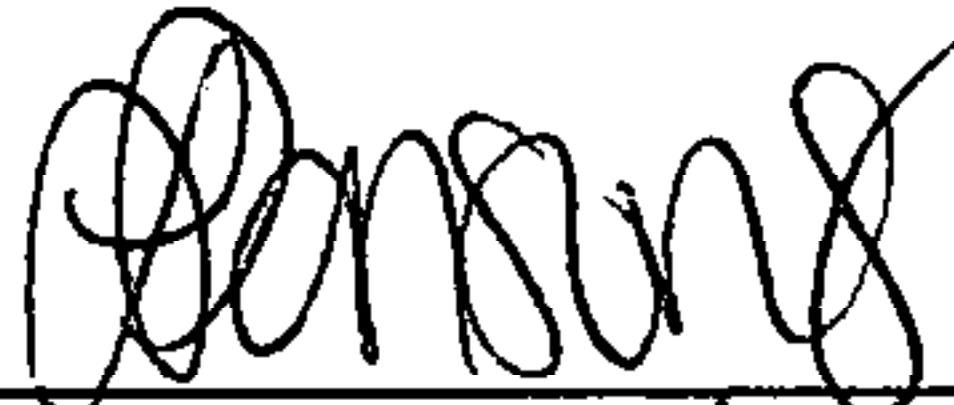
  
NOTARY PUBLIC, State of Florida  
Print Name: Anne Boyle  
Commission expires: 09/06/22


**JOINDER IN AND CONSENT TO SIXTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.**

**EPPERSON NORTH, LLC**, a Delaware limited liability company ("Epperson North") does hereby join in the SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. (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.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder and Consent as of the 29 day of April, 2020.

Signed, sealed and delivered  
in the presence of:

  
Printed Name: Lauren Parsons

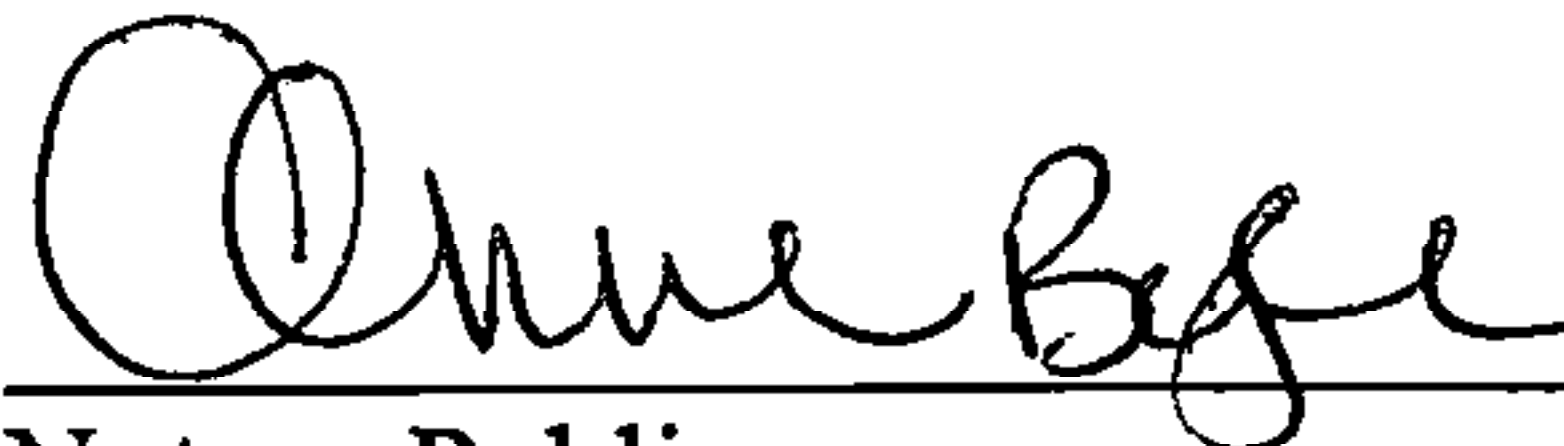
  
Printed Name: Benjamin S. Gracco

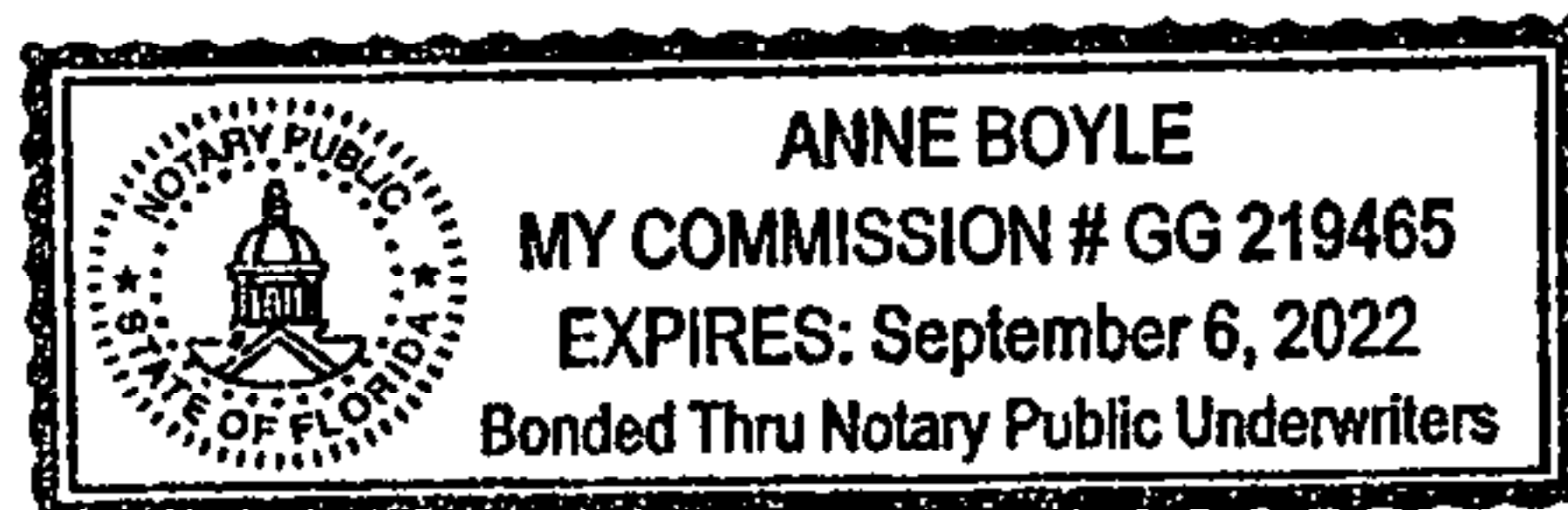
**EPPERSON NORTH, LLC**  
a Delaware limited liability company

By:   
John Ryan, its Manager

STATE OF Florida  
COUNTY OF Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of April, 2020, by **John Ryan**, as Manager of **EPPERSON NORTH, LLC**, a Delaware limited liability company, on behalf of the entity, who ☒ is personally known to me or ☐ presented a valid driver license as identification.

  
Notary Public,  
Printed Name: Anne Boyle  
My Commission Expires: 09/06/22



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697.



**JOINDER****EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.**

**EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.** ("**Association**") does hereby join in the SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. (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. Association acknowledges that this Joinder is for convenience purposes only, inasmuch as Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 29 day of April, 2020.

WITNESSES:

[Signature]  
Print Name: Lauren Parsons

[Signature]  
Print Name: Beggs S. S. S.

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

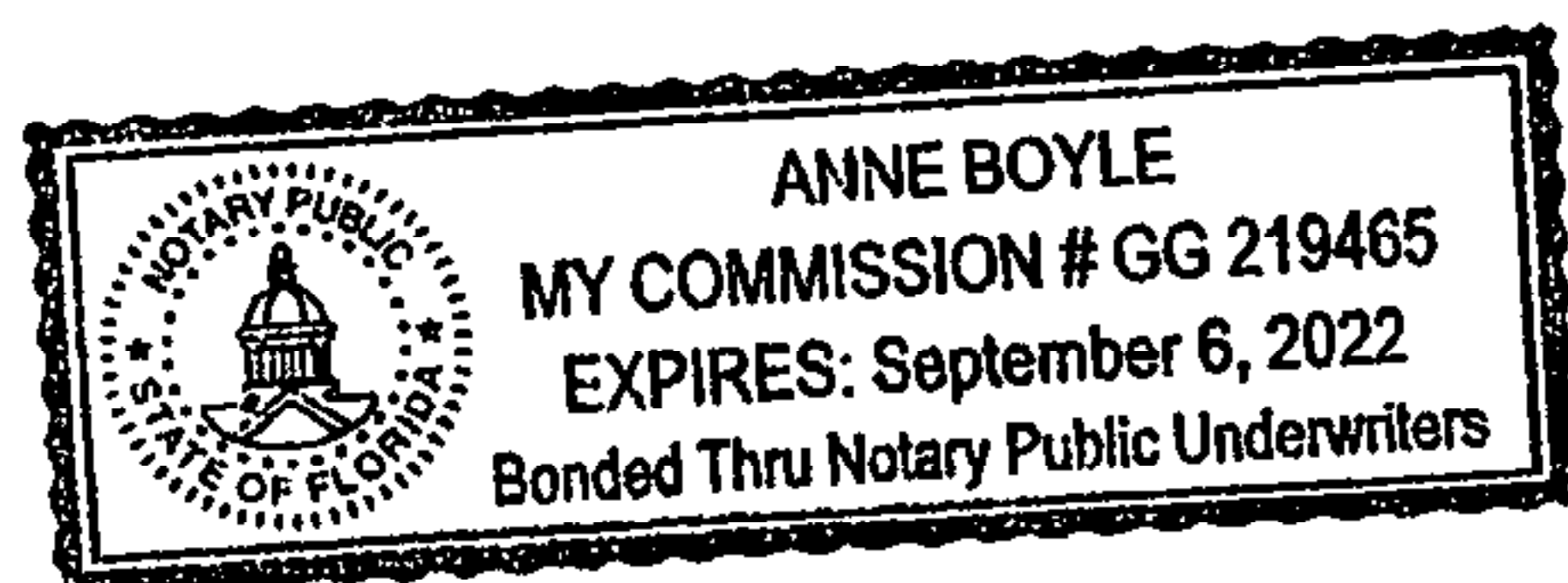
By: [Signature]

Name: John M. Ryan

Title: President

STATE OF Florida  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 30 day of April, 2020, by John M. Ryan, as President of **EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the entity. He is personally known to me.



[Signature]  
NOTARY PUBLIC, State of Florida  
Print Name: Anne Boyle  
Commission expires: 09/06/22

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