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Submitted Trenam Law
By Tatiana New

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

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

This EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. (this "Amendment") is made and entered into this 12 day of October, 2021, effective the 12 day of October, 2021, by EPPERSON RANCH, LLC, a Florida limited liability company ("Declarant").

RECITALS

WHEREAS, the Epperson South Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions, 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 "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 certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded in O.R. 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 O.R. 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 O.R. Book 9998, Pages 3853 through 3857, of the Records; and that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in O.R. Book 10112, Pages 3201 through 3207, of the Records; and that certain Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded in O.R. Book 10112, Pages 3208 through 3211; and that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded in O.R. Book 10269,

Pages 3601 through 3607; and that certain Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. recorded in O.R. Book 10331, Pages 2269 through 2274; and that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in O.R. Book 10331, Pages 2275 through 2283, 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 Eighth Amendment.

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

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Eighth Amendment.
2. **Conflicts.** In the event of any conflict between this Eighth Amendment and the Original Declaration, this Eighth Amendment shall control. Whenever possible, this Eighth 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, Declarant has duly executed this Amendment on the date first written above.

WITNESSES:

DECLARANT:

EPPERSON RANCH, LLC,
a Florida limited liability company

Print Name: Michael Lawson

Print Name: Jennifer Barrs

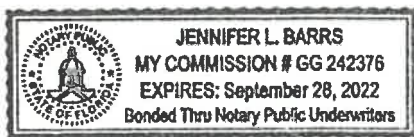
By: [Signature]

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 **EPPERSON RANCH, LLC**, a Florida 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

EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.

EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the EIGHTH 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 12 day of October, 2021.

WITNESSES:


Print Name: Michael Lawson


Print Name: Jennifer Barrs

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

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 **EPPERSON SOUTH 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: _____