

PREPARED BY AND RETURN TO:

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Tampa, Florida 33602

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

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

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. (this "**Amendment**") is made by EPPERSON RANCH, LLC, a Florida limited liability company (the "**Declarant**") and joined by the EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. in OR Book 9462, Page 3859 (the "**Original Declaration**"), the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 9708, Page 471 (the "**Second Amendment**"), the Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 9810, Page 2416 (the "**First Supplement**"), the Third Amendment to Declaration of covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 9834, Page 3711 (the "**Third Amendment**"), the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 9950, Page 3453 (the "**Fourth Amendment**"), the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 9998, Page 3853 (the "**Fifth Amendment**"), the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 10112, Page 3201 (the "**Sixth Amendment**"), the Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 10112, Page 3208 (the "**Second Supplement**"), the Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 10269, Page 3601 (the "**Third Supplement**"), the Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc.,

recorded in OR Book 10331, Page 2269 (the "**Fourth Supplement**"), the Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 10331, Page 2275 (the "**Seventh Amendment**"), the Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 10462, Page 1122 (the "**Eighth Amendment**"), and the Fifth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc., recorded in OR Book 10549, Page 1421 (the "**Fifth Supplement**"), all in the Public Records of Pasco County (collectively, the "**Declaration**").

B. Pursuant to Article XII of the Declaration, so long as the Declarant is in control of the Association and maintains its Class "B" membership status, the Declarant may initiate, adopt and make any amendment to the 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.

C. The Declarant is in control of the Association and maintains its Class "B" membership status.

D. Pursuant to Article I, Section 24 of the Declaration, Epperson Ranch, LLC is the Administrative Declarant and has the power to take all action, and make all decisions and elections to be made by the Declarant without the consent or approval or any other party constituting the Declarant as defined in the Declaration.

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.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this 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 Amendment and the Declaration, this Amendment shall control. Whenever possible, this 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. Article I, Section 17 of the Declaration, as modified by the First Amendment, is hereby amended as follows:

17. "Club Plan" shall mean The Amended and Restated Club Plan for Epperson Club recorded as Instrument #2018185342 in O.R. Book 9812, Page 400 of the Public Records of Pasco County, Florida, ~~attached hereto as **Schedule A**.~~

together with all amendments and modifications thereof. For purposes of clarification, the Club Plan is not an Exhibit to the Declaration and Schedule A attached to the First Amendment, and any reference to Schedule A as may be referenced in the Declaration, is hereby deleted. Although the Club Plan is an Exhibit to this Declaration, each Each Owner, by acceptance of a deed to any Lot, acknowledges and agrees that the Club Plan does not establish or govern a homeowner's association or club association and the Club Plan is not governed by the Homeowners' Association Act, Chapter 720, Florida Statutes. Under no circumstances shall the Club Plan be considered a "Governing Document" of the Association. This Declaration is subordinate in all respects to the Club Plan. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DECLARATION AND THE CLUB PLAN, THE CLUB PLAN SHALL CONTROL.

4. Article II, Section 4 of the Declaration, as modified by the First Amendment, is hereby amended as follows:

4. Club Plan. ASSOCIATION AND EACH HOME OWNER, WHERE APPLICABLE, SHALL BE BOUND BY AND COMPLY WITH THE CLUB PLAN. UNDER NO CIRCUMSTANCES SHALL THE CLUB PLAN BE CONSIDERED A "GOVERNING DOCUMENT" OF THE ASSOCIATION. ALTHOUGH THE CLUB PLAN IS AN EXHIBIT TO THIS DECLARATION, THE GOVERNING DOCUMENTS ARE SUBORDINATE AND INFERIOR TO THE CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN A CLUB PLAN AND THE GOVERNING DOCUMENTS, THE CLUB PLAN SHALL CONTROL.

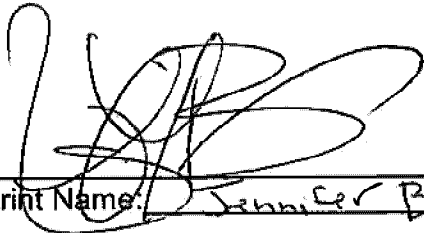
5. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

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

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Amendment to be executed by its duly authorized representative as of this 10th day of May, 2022.


WITNESSES:


 Print Name: Jennifer Barrs


 Print Name: Tatiana Hurtado

"DECLARANT"

EPPERSON RANCH, LLC, a Florida limited liability company

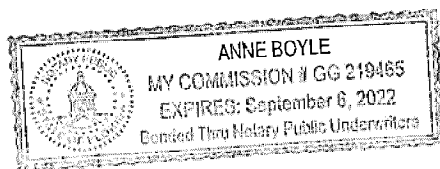
By: 
 Name: John M. Ryan
 Title: Authorized Person

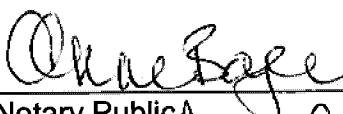
[Company Seal]

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of May, 2022, by John M. Ryan, as Authorized Person of EPPERSON RANCH, LLC, a Florida limited liability company. He ☒ is personally known to me or ☐ has produced _____ as identification.



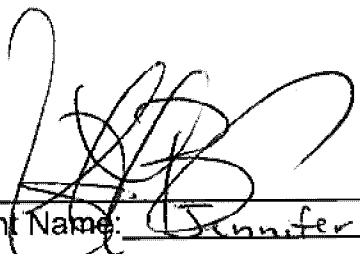

 Notary Public
 Print Name: Anne Boyle
 My Commission Expires: _____

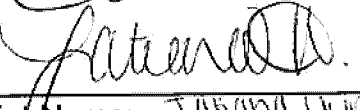
JOINDER

EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this NINTH AMENDMENT TO 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. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the Amendment and does not affect the validity of the Amendment as the Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10th day of May, 2022.

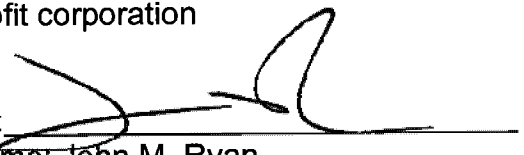
WITNESSES:


 Print Name: Jennifer Barnes


 Print Name: Tahana Hurtado

"ASSOCIATION"

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

By: 
 Name: John M. Ryan
 Title: President

[Corporate Seal]

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of May, 2022, by John M. Ryan, as President of EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He ☒ is personally known to me or ☐ has produced as identification.




 Notary Public
 Print Name: Karesa Boyd

My Commission Expires: 5/31/2025