

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

INSTR# **2019186352** BK **9998** PG **3853**
10/30/2019 04:43pm Page 1 of 5
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Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

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

This Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. (the "Fifth Amendment") is made and entered into this 30 day of October, 2019, effective the 30 day of October, 2019 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, 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 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, Page 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 (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 Fifth Amendment.

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

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fifth Amendment.
2. Conflicts. In the event of any conflict between this Fifth Amendment and the Original Declaration, this Fifth Amendment shall control. Whenever possible, this Fifth 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 Section is hereby added to Article I of the Original Declaration as a consecutively numbered additional definition:

47. “Sub-Association” shall mean and refer to any homeowners association for any particular townhome project or single-family residential subdivision located within the Community, established by the owner of that portion of the Property pursuant to the terms of a recorded declaration of covenants and restrictions providing for management and administration by a non-profit corporation.

- a. Article XI of the Original Declaration, entitled “ADDITIONAL COVENANTS AND RESTRICTIONS” is hereby amended and restated in its entirety as follows:

ARTICLE XI ADDITIONAL COVENANTS AND RESTRICTIONS

1. Sub-Associations. Sub-Associations, subordinate to the Association, may be organized with respect to residential subdivisions located within the Community. All governing documents of each Sub-Association must be submitted to and approved by the Declarant, for so long as Declarant owns any Lots, and to the Board thereafter, prior to recording or filing of same. Unless the declaration, articles of incorporation, bylaws, and any other governing documents relating to a Sub-Association (collectively, the “**Sub-Association Documents**”) are approved prior to their recording or filing, they shall be considered null and void and shall not be enforceable. The approval shall be evidenced by the signature of an officer or other authorized

representative and corporate seal of the approving party on each such governing document. Declarant or Association, as applicable, may charge an appropriate fee to review such governing documents.

2. Rights and Duties of Sub-Associations. Each Sub-Association shall: (a) abide by this Declaration; (b) enforce its declaration or other deed and use restrictions; (c) maintain common areas or other real property under its control or jurisdiction; (d) administer the affairs of the Sub-Association; (e) provide the Association with the names and addresses of all Owners who are members of that Sub-Association and shall notify the Association in writing each time there is a change in the name and/or mailing address of a member of that Sub-Association; and (e) perform such other duties as are prescribed by its governing documents or which may be assigned to it from time to time by the Declarant or Association.

3. Power of the Master Association over Sub-Associations. The Association shall receive the same notification of each meeting of the members of a Sub-Association or board of directors thereof required by the governing documents of such Sub-Association and a representative of the Association shall have unrestricted right to attend any such meeting (but shall not be obligated to do so).

In the event that a Sub-Association should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the Association, in its sole discretion), the Association shall have, and may exercise, in its sole discretion, the Sub-Association's right of approval, disapproval or enforcement as to the matter. If the Sub-Association fails to comply with any requirements set forth by the Association, the Association shall have the right to take action on behalf of the Sub-Association and, if it so elects in its sole discretion, shall levy an assessment in an amount adequate to recover the Association's cost and expenses (including administrative, legal and accounting costs and expenses) associated with the taking of the action. The assessment, if imposed, shall be levied against all or any portion of the Property governed by the Sub-Association and each Lot located within that portion of the Property shall be liable for its pro rata share of the assessment. The assessment will be levied as a special assessment to be treated and collected as set forth in Article VII.

4. Owners. No Owner may impose any additional covenants or restrictions on any Lot or other part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board. The foregoing shall not prohibit a Sub-Association Board from enacting amendments to its Sub-Association Documents, subject to the approval of the Association as provided by Section 1 of this Article.


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


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


WITNESSES:

DECLARANT:

EPPERSON RANCH, LLC
a Florida limited liability company


Witness #1
Jennifer Barrs
Printed Name


By: 
John M. Ryan
Its Manager


Witness #2
Kelly Remmel
Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30 day of October, 2019, 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:
My Commission Expires:

JOINDER

EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.

EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc. (the "Fifth 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 Fifth Amendment.

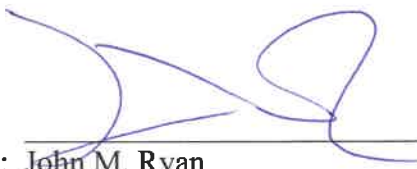
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30 day of October, 2019.

WITNESSES:


Print Name: Jennifer Barrs


Print Name: Kelley Rempel

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

By: 
Name: John M. Ryan
Title: President


{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 30 day of October, 2019 by John M. 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


NOTARY PUBLIC, State of Florida

Print Name

Kelley Rempel

