

Prepared by and return to:
David R. Brittain, Esq.
Trenam Law
Bank of America Plaza
101 E. Kennedy Blvd., Suite 2700
Tampa, FL 33602

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

**SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.
(WITHDRAWAL OF PROPERTY)**

This SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. (WITHDRAWAL OF PROPERTY) (this "Amendment") is made and entered into this 16th day of April, 2021, effective the 16th day of April, 2021, 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 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, 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; 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; and that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Epperson South Homeowners Association, Inc.,

recorded in Book 10112, Pages 3201 through 3207, of the Records (collectively and as so modified, the "Original Declaration").

WHEREAS, Article III, Section 5 of the Original Declaration provides that, prior to the date on which all Dwellings in the Community, have been conveyed by the Declarant or Builders to Owners, Declarant may withdraw portions of the Community from the provisions and applicability of the Original Declaration.

WHEREAS, Declarant owns Dwellings in the Community.

WHEREAS, Declarant desires to withdraw the property described on attached Exhibit "A" (the "Withdrawn Property") from the provisions and applicability of the Original Declaration.

NOW THEREFORE, Declarant hereby declares that the Withdrawn Property shall be removed from the provisions and applicability of the Original Declaration as follows:

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. Withdrawn Property. Declarant hereby withdraws the Withdrawn Property described on Exhibit "A" attached hereto and incorporated herein from Declaration.
5. Declaration. Declarant hereby declares that all of the Withdrawn Property described on Exhibit "A" attached to this Amendment is removed from the jurisdiction of the Association and the land use covenants and benefits and burdens established under the Declaration.
6. Effectiveness. This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Pasco County, Florida.
7. 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: Michael Lawson

Print Name: Lewen Parsons

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 16th day of April, 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.



Karessa Boyd
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110330
Expires 5/31/2021

[Signature]
NOTARY PUBLIC, State of Florida
Print Name: Karessa Boyd
Commission expires: 5/31/2021


**JOINDER IN AND CONSENT TO SEVENTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC.
(WITHDRAWAL OF PROPERTY)**

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

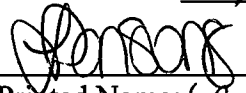
IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent as of the 16 day of April, 2021.

Signed, sealed and delivered
in the presence of:

EPPERSON NORTH, LLC
a Delaware limited liability company

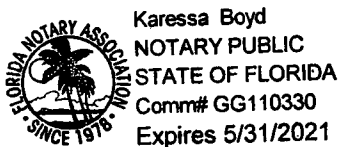

Printed Name: Michael Lawson

By: 
John Ryan, its Manager


Printed Name: Lauren Parsons

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of April, 2021, 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: Karessa Boyd
My Commission Expires: 5/31/2021

[SEAL]

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

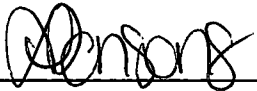
EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. ("**Association**") does hereby join in the SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC. (WITHDRAWAL OF PROPERTY) (the "**Amendment**") to which this Joinder is attached, and 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 16 day of April, 2021.

WITNESSES:

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

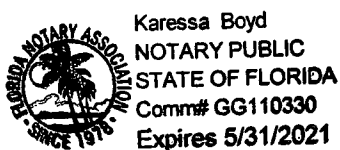

 Print Name: Michael Lawson


 Print Name: Lauren Parsons

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 16th day of April, 2021, 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.





 NOTARY PUBLIC, State of Florida
 Print Name: Karessa Boyd
 Commission expires: 5/31/2021

EXHIBIT "A"**Legal Description of the "Withdrawn Property"****TYNDALL ROAD**

DESCRIPTION: A parcel of land lying in Sections 22 and 23, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of Section 23, Township 25 South, Range 20 East and run thence along the West boundary of said Section 23, S.00°01'18"E., 34.76 feet to the Southerly right-of-way line of Tyndall Road according to Maintained Right of Way Book 3, Pages 92 to 101, inclusive, Public Records of Pasco County, Florida for a **POINT OF BEGINNING**; thence along said South right-of-way, line the following twelve (12) courses: 1) N.89°52'15"E., 25.42 feet; 2) S.89°50'31"E., 236.81 feet; 3) N.89°30'00"E., 212.01 feet; 4) N.89°38'44"E., 277.80 feet; 5) N.89°38'21"E., 291.05 feet; 6) N.89°25'09"E., 278.92 feet; 7) N.89°21'01"E., 231.00 feet; 8) N.89°49'48"E., 211.32 feet; 9) N.89°13'15"E., 301.91 feet; 10) N.88°14'06"E., 49.77 feet; 11) N.89°26'01"E., 374.45 feet; 12) S.89°52'56"E., 133.31 feet to the West right-of-way line of Curley Road (County Road 577); thence along said West right-of-way line, S.00°11'59"W., 104.09 feet to the Southerly proposed right-of-way line of Tyndall Road; thence along said Southerly proposed right-of-way line, the following four (4) courses: 1) S.89°34'11"W., 1295.67 feet to a point of curvature; 2) Westerly, 219.29 feet along the arc of a curve to the right having a radius of 3071.00 feet and a central angle of 04°05'29" (chord bearing N.88°23'05"W., 219.24 feet) to a point of reverse curvature; 3) Westerly, 194.87 feet along the arc of a curve to the left having a radius of 2929.00 feet and a central angle of 03°48'43" (chord bearing N.88°14'42"W., 194.83 feet) to a point of tangency; 4) S.89°50'56"W., 2244.83 feet to the West boundary of the East 1/2 of the Northeast 1/4 of said Section 22, thence along said West boundary N.00°00'19"W., 86.12 to the aforesaid Southerly maintained right of way line of Tyndall Road; thence along said Southerly maintained right-of-way line, the following six (6) courses: 1) N.89°56'15"E., 111.47 feet; 2) N.89°58'56"E., 278.41 feet; 3) N.89°58'40"E., 289.00 feet; 4) N.89°40'08"E., 274.05 feet; 5) S.89°46'01"E., 193.73 feet; 6) N.89°52'15"E., 184.41 feet to the **POINT OF BEGINNING**.

Containing 8.330 acres, more or less.

**ELAM ROAD
PARCEL "A-1"**

DESCRIPTION: A parcel of land lying in Sections 27 and 28, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of EPPERSON RANCH PHASE 5-1, according to the plat thereof, as recorded in Plat Book 80, Pages 139 through 145 inclusive, of the Public Records of Pasco County, Florida, also being a point on the Southerly boundary of the maintained right-of-way for ELAM ROAD, according to Maintained Right-Of-Way Map, as recorded Book 3, Pages 342 through 348 inclusive, of the Public Records of Pasco County, Florida, run thence

along said Southerly boundary of the maintained right-of-way for ELAM ROAD, the following two (2) courses: 1) S.87°34'33"W., 289.07 feet; 2) S.86°20'35"W., 199.68 feet to a point on the Westerly boundary of Special Warranty Deed, as recorded in Official Records Book 8518, Page 927, of the Public Records of Pasco County, Florida, also being the **POINT OF BEGINNING**; thence along said Westerly boundary of Special Warranty Deed, as recorded in Official Records Book 8518, Page 927, SOUTH, 8.14 feet; thence S.86°30'43"W., 302.72 feet to a point of curvature; thence Westerly, 446.17 feet along the arc of a curve to the left having a radius of 2940.00 feet and a central angle of 08°41'43" (chord bearing S.82°09'52"W., 445.74 feet) to a point of tangency; thence S.77°49'01"W., 148.76 feet to a point of curvature; thence Westerly, 2311.82 feet along the arc of a curve to the left having a radius of 99965.00 feet and a central angle of 01°19'30" (chord bearing S.77°09'16"W., 2311.77 feet) to a point of tangency; thence S.76°29'30"W., 225.71 feet to a point of curvature; thence Westerly, 604.56 feet along the arc of a curve to the right having a radius of 50035.00 feet and a central angle of 00°41'32" (chord bearing S.76°50'17"W., 604.55 feet) to a point of tangency; thence S.77°11'03"W., 75.00 feet to the Southeast corner of the Additional right-of-way for ELAM ROAD, according to Warranty Deed, recorded in Official Records Book 3682, Page 434, of the Public Records of Pasco County, Florida, also being a point on the East boundary of the West 3/4 of the Southwest 1/4 of the aforesaid Section 28; thence along the Westerly boundary of said Additional right-of-way for ELAM ROAD, according to Warranty Deed, recorded in Official Records Book 3682, Page 434 and said East boundary of the West 3/4 of the Southwest 1/4 of Section 28, N.00°29'05"W., 6.70 feet to a point on the aforesaid Southerly boundary of the maintained right-of-way for ELAM ROAD; thence along said Southerly boundary of the maintained right-of-way for ELAM ROAD, the following ten (10) courses: 1) N.55°02'31"E., 26.61 feet; 2) N.77°03'46"E., 292.06 feet; 3) N.77°17'29"E., 230.98 feet; 4) N.77°55'11"E., 124.72 feet; 5) N.76°52'15"E., 675.90 feet; 6) N.77°02'49"E., 670.73 feet; 7) N.77°20'02"E., 862.35 feet; 8) N.77°08'49"E., 444.38 feet; 9) N.81°29'59"E., 396.30 feet; 10) N.86°20'35"E., 393.00 feet to the **POINT OF BEGINNING**.

Containing 0.847 acres, more or less.

ELAM ROAD PARCEL "A-2"

DESCRIPTION: A parcel of land lying in Section 27, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of EPPERSON RANCH PHASE 5-1, according to the plat thereof, as recorded in Plat Book 80, Pages 139 through 145 inclusive, of the Public Records of Pasco County, Florida, also being a point on the Southerly boundary of the maintained right-of-way for ELAM ROAD, according to Maintained Right-Of-Way Map, as recorded Book 3, Pages 342 through 348 inclusive, of the Public Records of Pasco County, Florida, for a **POINT OF BEGINNING**, run thence along the Westerly boundary of said EPPERSON RANCH PHASE 5-1, S.00°00'50"E., 3.36 feet; thence S.86°30'43"W., 488.99 feet to a point on the Westerly boundary of Special Warranty Deed, as recorded in Official Records Book 8518, Page 927, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of Special Warranty Deed, as recorded in Official Records Book 8518, Page 927, NORTH, 8.14 feet to a point on the aforesaid Southerly boundary of the maintained right-of-way for ELAM

ROAD; thence along said Southerly boundary of the maintained right-of-way for ELAM ROAD, the following two (2) courses: 1) N.86°20'35"E., 199.68 feet; 2) N.87°34'33"E., 289.07 feet to the **POINT OF BEGINNING**.

Containing 0.079 acres, more or less.

ELAM ROAD PARCEL "A-3"

DESCRIPTION: A parcel of land lying in Section 26, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of the Southwest 1/4 of said Section 26, run thence along the North boundary of the Northeast 1/4 of said Southwest 1/4 of Section 26, N.89°46'36"W., 1360.74 feet to the Northwest corner of said Northeast 1/4 of the Southwest 1/4 of Section 26; thence along the West boundary of said Northeast 1/4 of the Southwest 1/4 of Section 26, S.00°54'21"W., 53.00 feet to the Southwest corner of the Additional Right-of-Way for ELAM ROAD, according to Quit Claim Deed, as recorded in Official Records Book 8524, Page 3442, of the Public Records of Pasco County, Florida; thence along the South boundary of said Additional Right-of-Way for ELAM ROAD, the following two (2) courses: 1) S.89°49'45"E., 1186.77 feet to the **POINT OF BEGINNING**; 2) continue S.89°49'45"E., 164.39 feet to a point on a curve, also being the Southeast corner of said Additional Right-of-Way for ELAM ROAD, and also being a point on the Westerly boundary of the right-of-way for CURLEY ROAD (COUNTY ROAD 577) per Florida Department of Transportation Right-of-Way Map Section 1455-250; thence along said Westerly boundary of the right-of-way for CURLEY ROAD (COUNTY ROAD 577), the following two (2) courses: 1) Southerly, 164.06 feet along the arc of a curve to the right having a radius of 2831.79 feet and a central angle of 03°19'10" (chord bearing S.13°40'24"W., 164.04 feet) to a point of tangency; 2) S.15°19'59"W., 43.88 feet to a point of cusp; thence Northerly, 66.89 feet along the arc of a curve to the left having a radius of 80.00 feet and a central angle of 47°54'11" (chord bearing N.08°37'07"W., 64.95 feet) to a point of reverse curvature; thence Northerly, 58.27 feet along the arc of a curve to the right having a radius of 116.50 feet and a central angle of 28°39'22" (chord bearing N.18°14'32"W., 57.66 feet) to a point of reverse curvature; thence Northwesterly, 68.43 feet along the arc of a curve to the left having a radius of 71.50 feet and a central angle of 54°49'59" (chord bearing N.31°19'50"W., 65.85 feet) to a point of compound curvature; thence Northwesterly, 58.61 feet along the arc of a curve to the left having a radius of 437.50 feet and a central angle of 07°40'34" (chord bearing N.62°35'07"W., 58.57 feet) to the **POINT OF BEGINNING**.

Containing 0.252 acres, more or less.

ADDITIONAL RIGHT-OF-WAY PARCEL "E"

DESCRIPTION: A parcel of land lying in Section 23, Township 25 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northwest 1/4 of said Section 23, run thence along the South boundary of said Northwest 1/4 of Section 23, N.89°43'57"W., 19.25 feet to a point on the Easterly boundary of (Proposed) Additional Right-of-Way Parcel "D" for Curley Road (County Road 577), also being a point on the Westerly boundary of the right-of-way for CURLEY ROAD (COUNTY ROAD 577) per Florida Department of Transportation Right-of-way Map Section 1455-250; thence along said Easterly boundary of (Proposed) Additional Right-of-Way Parcel "D" and said Westerly boundary of the right-of-way for CURLEY ROAD (COUNTY ROAD 577), N.00°03'59"E., 26.63 feet to the Northeast corner of said (Proposed) Additional Right-of-Way Parcel "D", also being the **POINT OF BEGINNING**; thence along the Northerly boundary of said (Proposed) Additional Right-of-Way Parcel "D", N.89°56'01"W., 100.00 feet to the Northwest corner of said (Proposed) Additional Right-of-Way Parcel "D"; thence N.00°03'59"E., 2486.71 feet to a point of curvature; thence Northwesterly, 39.49 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°29'48" (chord bearing N.45°10'55"W., 35.51 feet) to a point of cusp on the Southerly boundary of the (Proposed) Additional Right-of-Way for Tyndall Road; thence along said Southerly boundary of the (Proposed) Additional Right-of-Way for Tyndall Road, N.89°34'11"E., 125.88 feet to the Southeast corner of said (Proposed) Additional Right-of-Way for Tyndall Road, also being a point on the aforesaid Westerly boundary of the right-of-way for CURLEY ROAD (COUNTY ROAD 577); thence along said Westerly boundary of the right-of-way for CURLEY ROAD (COUNTY ROAD 577), the following two (2) courses: 1) S.00°11'59"W., 284.11 feet; 2) S.00°03'59"W., 2228.70 feet to the **POINT OF BEGINNING**.

Containing 5.773 acres, more or less.