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PREPARED BY AND RETURN TO:

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 04/30/2018 K. K., Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
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**FIRST AMENDMENT
 TO EPPERSON CLUB – CLUB PLAN**

THIS FIRST AMENDMENT TO EPPERSON CLUB – CLUB PLAN (this "**First Amendment**") is made by EPPERSON CLUB, LLC, a Florida limited liability company (the "**Club Owner**"), joined by EPPERSON RANCH, LLC, a Florida limited liability company (the "**Declarant**") and by EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The EPPERSON CLUB – CLUB PLAN was recorded in O.R. Book 9613, Page 3352 (the "**Original Club Plan**"), as amended by the First Annexation Amendment to Epperson Club – Club Plan as recorded in O.R. Book 9639, Page 3582 (the "**First Annexation Amendment**"), all of the public records of Pasco County, Florida. This First Amendment, together with the Original Club Plan and the First Annexation Amendment shall hereinafter be referred to as the "**Club Plan**."

B. Pursuant to Section 24 of the Club Plan, the Club Owner may amend the Club Plan as it deems appropriate, without the joinder or consent of any Person whatsoever.

NOW THEREFORE, the Club Owner hereby desires to amend the Club Plan 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. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this First Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Club Plan. The following defined term is hereby added to the Club Plan:

"Charter Property" shall mean and refer to the real property legally described and depicted on **Exhibit B** attached to the Club Plan as originally recorded in the Public Records.

2. In the event there is a conflict between this First Amendment and the Club Plan, this First Amendment shall control. Whenever possible, this First Amendment and

the Club Plan shall be construed as a single document. Except as modified hereby, the Club Plan shall remain in full force and effect.

3. Section 6.2 of the Club Plan is hereby deleted in its entirety and replaced with the following:

6.2 Club Membership Fee - Resident Members (Non-Charter Members). Each Resident Member that is the record title owner of a Lot within the Charter Property, other than Charter Members, for each Residential Membership held by such Resident Member, shall pay to Club Owner as part of the Club Dues, without setoff or deduction, the Club Membership Fee in the amount of Thirty-Five and No/100 Dollars (\$35.00) per month (the "**Resident Membership Fee**"). Club Owner shall have the right, but not the obligation, to increase the Resident Membership Fee on January 1st of each year, commencing on January 1, 2019, to those amounts set forth in the Club Membership Fee Schedule attached to this First Amendment as **Schedule A** (the "**Club Membership Fee Schedule**"), subject to increases in the amounts provided in the Club Membership Fee Schedule by no more than twenty-five percent (25%). Any such increase in the Resident Membership Fee may be made by Club Owner without the joinder or consent of any Person whatsoever. Resident Members shall pay to Club Owner as part of the Club Dues, without setoff or deduction, the Club Membership Fee provided in the Club Membership Fee Schedule, as may be amended from time to time. The Club Owner shall periodically publish and make available to prospective Resident Members the Club Membership Fees then in effect for Resident Memberships. Prospective Resident Members should contact the Club Owner to obtain the current Club Membership Fees in effect prior to purchasing a Lot within EPPERSON. **THE CLUB MEMBERSHIP FEE ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE RESIDENT MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT CLUB MEMBERSHIP FEES PRIOR TO ACQUIRING TITLE TO A DWELLING.**

4. Section 7.1 of the Club Plan is hereby amended as follows:

7.1 Initial Club Contribution. There shall be collected from such Person purchasing a Lot from the Declarant, including Builders, at the time of closing, an initial contribution ~~(the "**Initial Club Contribution**")~~ in the amount of (i) One Hundred and No/100 Dollars (\$100.00) per Lot for any Lot located within the Charter Property, and (ii) Two Thousand and No/100 Dollars (\$2,000.00) for any other Lot (each, an "**Initial Contribution**"). Each Initial Club Contribution shall be transferred to Club Owner at the time of closing. Initial Club Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Initial Club Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive Initial Club Contributions in its sole and absolute discretion.

5. Section 7.2 of the Club Plan is hereby amended as follows:

7.2 Resale Club Contributions. After the Dwelling has been conveyed by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Dwelling by an Owner, including a Builder, a resale contribution in the amount equal to of (i) One Hundred and No/100 Dollars (\$100.00) per Lot for any Lot located within the Charter Property, and (ii) Two Thousand and No/100 Dollars (\$2,000.00) for any other Lot (the "**Resale Club Contribution**"). Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Resale Club Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive the Resale Club Contributions in its sole and absolute discretion. Notwithstanding any other provision of this Club Plan to the

contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Resale Club Contribution

6. The Club Plan, 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.

7. This First 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 Club Owner, has caused this First Amendment to be executed by its duly authorized representative as of this 19th day of April, 2018.

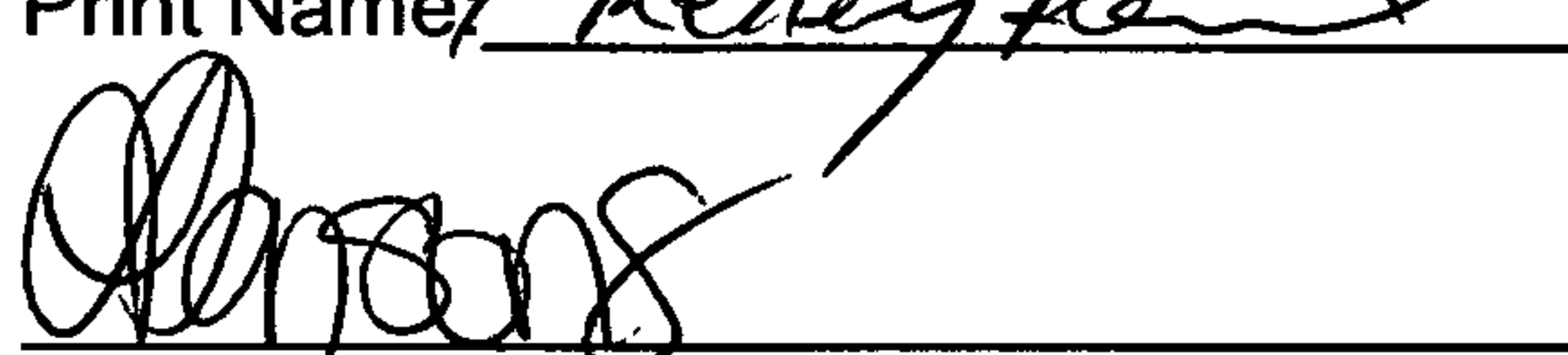
WITNESSES:

"CLUB OWNER"

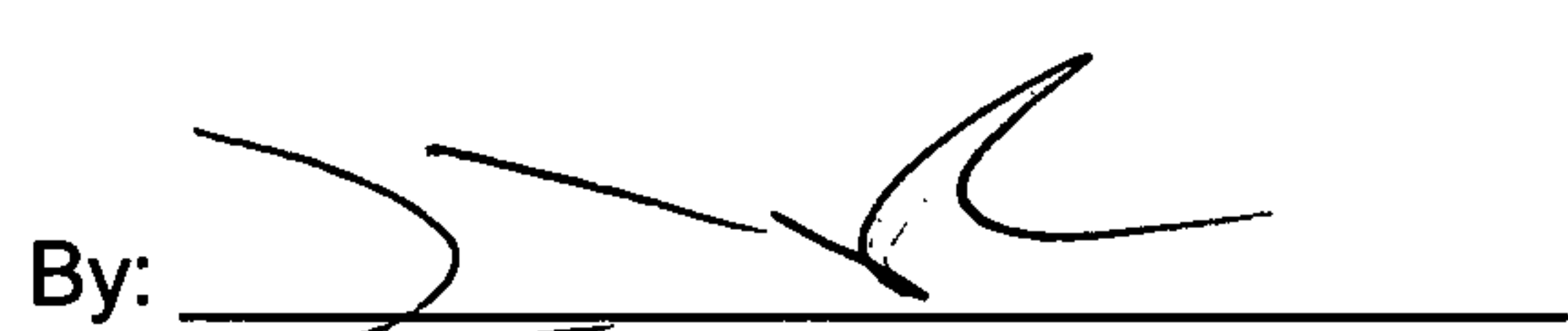
EPPERSON CLUB, LLC, a Florida
limited liability company



Print Name: Kelly Penland



Print Name: Lauren Parsons

By: 

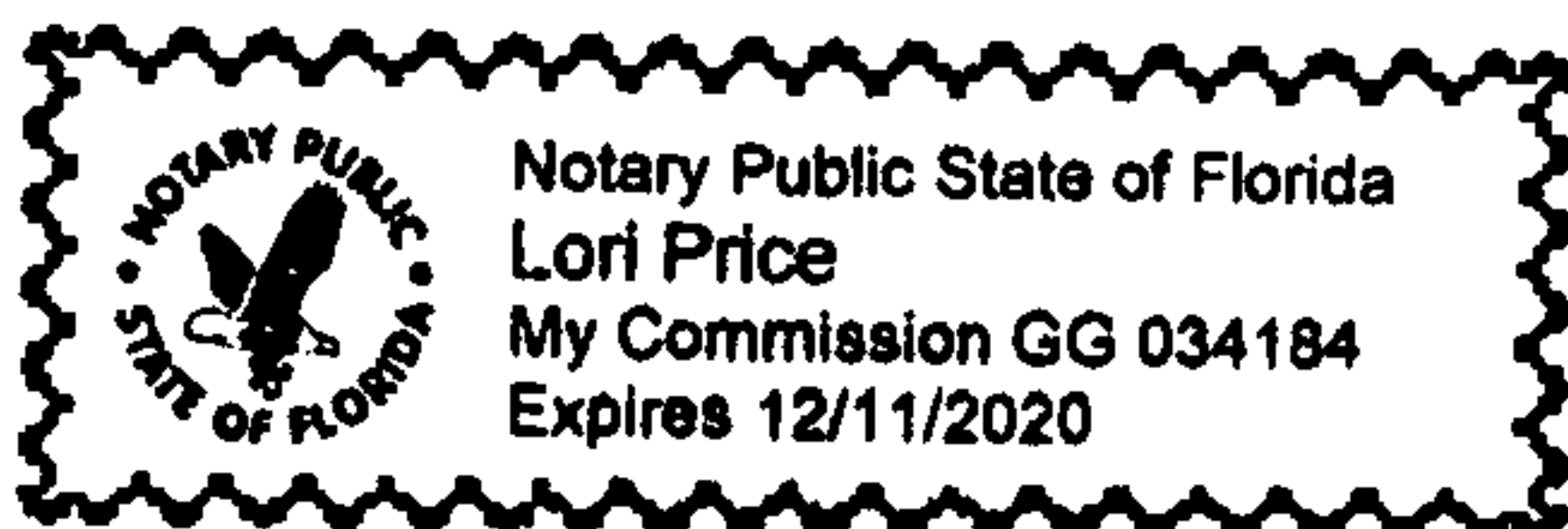
Name: John M. Ryan
Title: Manager


[Company Seal]

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 19th day of April, 2018, by John M. Ryan, as Manager of EPPERSON CLUB, LLC, a Florida limited liability company. He [is personally known to me] [has produced as identification]




Notary Public
Print Name: Lori Price
My Commission Expires: 12/11/2020

JOINDER

EPPERSON RANCH, LLC, a Florida limited liability company (the "**Declarant**"), does hereby join in the First Amendment to Epperson Club - Club Plan (the "**First 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 Declarant agrees this Joinder is for the purpose of evidencing the Declarant's acceptance of the rights and obligations provided in the First Amendment and does not affect the validity of the First Amendment as the Declarant has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19th day of April, 2018.

WITNESSES:

"DECLARANT"

EPPERSON RANCH, LLC, a Florida limited liability company

Kelley R. Parsons
Print Name: Kelley R. Parsons

By: [Signature]
Name: John M. Ryan
Title: Manager

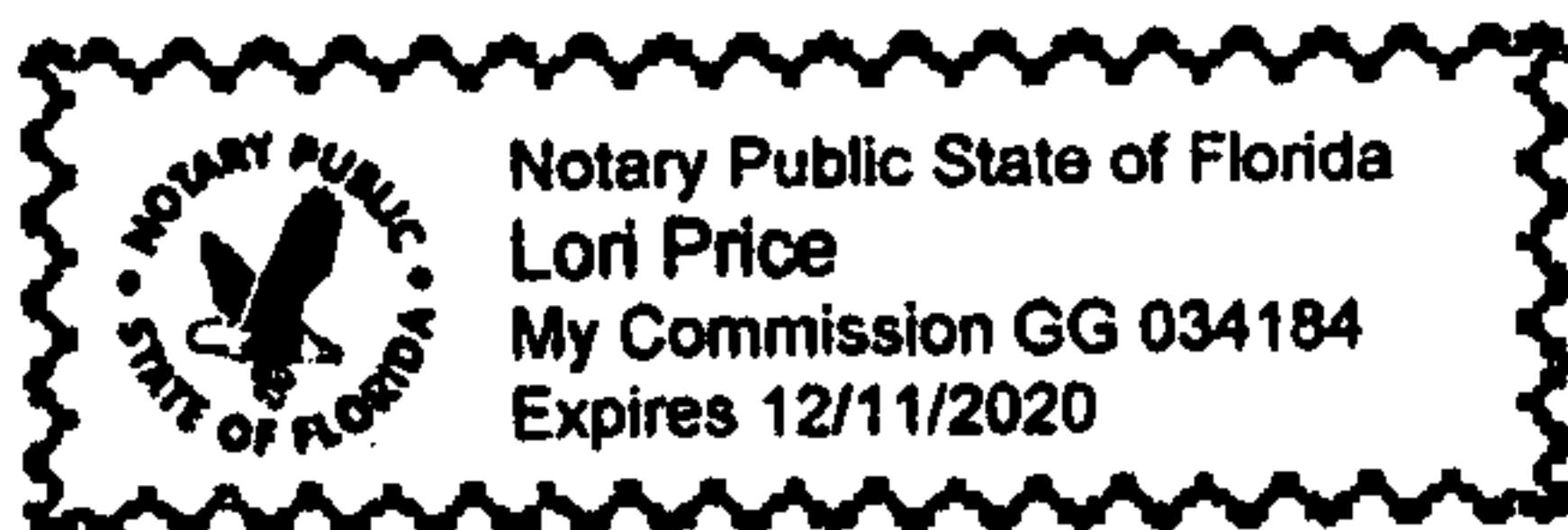
[Signature]
Print Name: Lauren Parsons

[Company Seal]

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 19th day of April, 2018, by John M. Ryan, as Manager of EPPERSON RANCH, LLC, a Florida limited liability company. He [is personally known to me] [has produced _____ as identification].



[Signature]
Notary Public
Print Name: Lori Price
My Commission Expires: 12/11/2020

JOINDER

The EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in the First Amendment to Epperson Club - Club Plan (the "**First 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 rights and obligations provided in the First Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19th day of April, 2018.

WITNESSES:

"ASSOCIATION"

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

Kelley Ryan
Print Name: Kelley Ryan

By: [Signature]
Name: John M. Ryan
Title: President

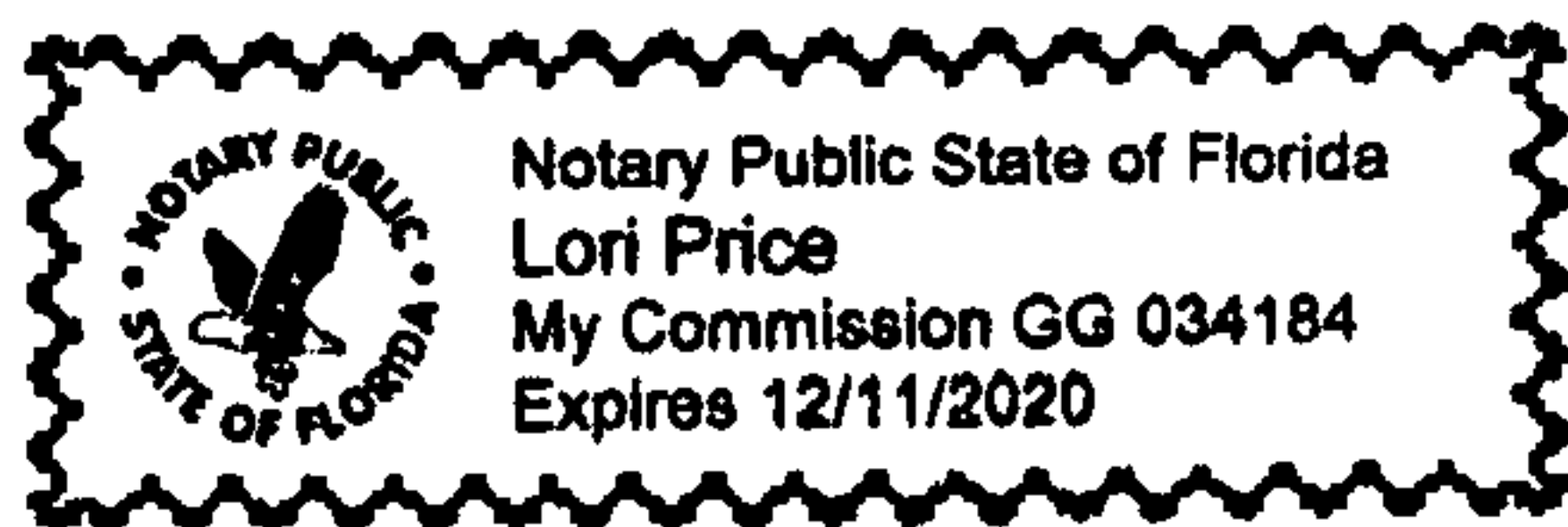
Lauren Parsons
Print Name: Lauren Parsons

[Company Seal]

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 19th day of April, 2018, by John M. Ryan, as President of EPPERSON SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He [is personally known to me] [has produced _____ as identification].



Lori Price
Notary Public
Print Name: Lori Price
My Commission Expires: 12/11/2020

Schedule A**CLUB MEMBERSHIP FEE SCHEDULE**

Charter Membership Fee	\$25.00
Initial Resident Membership Fee (Non-Charter)	\$35.00
January 1, 2019	\$36.75
January 1, 2020	\$38.59
January 1, 2021	\$40.52
January 1, 2022	\$42.54
January 1, 2023	\$44.67
January 1, 2024	\$46.90
January 1, 2025	\$49.25

*plus applicable sales tax

From 2026 and thereafter, Club Membership Fees shall be determined by the Club Owner. Beginning on January 1, 2019, Club Owner reserves the right to increase the Club Membership Fees provided on this Club Membership Fee Schedule by no more than twenty-five percent (25%).

THE CLUB MEMBERSHIP FEE ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE RESIDENT MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT CLUB MEMBERSHIP FEES PRIOR TO ACQUIRING TITLE TO A DWELLING.

THIS CLUB MEMBERSHIP FEE SCHEDULE ONLY REFERS TO THE CLUB MEMBERSHIP FEE. IN ADDITION TO THE CLUB MEMBERSHIP FEE, MEMBERS ARE REQUIRED TO PAY CLUB AS MORE PARTICULARLY SET FORTH IN THE CLUB PLAN.